

No. 15832 ✓

United States
Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

THE ENGLANDER COMPANY, INC., and
WAREHOUSEMEN'S UNION LOCAL 117,
affiliated with the International Brotherhood
of Teamsters, Chauffeurs, Warehousemen and
Helpers of America, Respondents.

ENGLANDER COMPANY, INC., Petitioner,

vs.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

Transcript of Record

Petitions For Enforcement and Petition For Review of an
Order of the National Labor Relations Board

FILED

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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NAMES AND ADDRESSES OF COUNSEL

THOMAS J. McDERMOTT,

Associate General Counsel,
National Labor Relations Board,
Washington, D. C.,

Counsel for National Labor Relations
Board.

WALSH & MARGOLIS,
HARRY MARGOLIS,

301 Joseph Vance Building,
Seattle 1, Washington,

Counsel for The Englander Co. Inc.

SAMUEL B. BASSETT,
BASSETT, DAVIES & ROBERTS,

811 New World Life Building,
Seattle 4, Washington,

Counsel for Warehousemen's Union
Local 117.



GENERAL COUNSEL'S EXHIBIT No. 1-K

United States of America

Before the National Labor Relations Board

Nineteenth Region

Case No. 19-CA-1306 — The Englander Company, Inc. and Upholsterers International Union of North America, AFL-CIO, and Local 5 of Upholsterers International Union of North America, AFL-CIO and Case No. 19-CA-1307— Washington-Oregon District Council of Furniture Workers, AFL-CIO.

Case No. 19-CB-416—International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO and Washington-Oregon District Council of Furniture Workers, AFL-CIO.

CONSOLIDATED COMPLAINT

It having been charged in Case 19-CA-1306 by Upholsterers International Union of North America, AFL-CIO, and its Local 5, and in Case 19-CA-1307 by Washington-Oregon District Council of Furniture Workers, AFL-CIO, that The Englander Company, Inc.; and in Case 19-CB-416 by Washington-Oregon District Council of Furniture Workers, AFL-CIO, that International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO; have engaged in and are now engaging

in certain unfair labor practices affecting commerce as set forth in the Labor Management Relations Act 1947, 61 Stat. 136, herein called the Act, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the Nineteenth Region, acting pursuant to the Board's Rules and Regulations, Series 6, as amended, Section 102.15 and Section 102.33, hereby issues this Consolidated Complaint and alleges as follows:

I.

The Englander Company, Inc., herein called Respondent Company, is a Delaware corporation engaged in the manufacture of bedding and upholstered furniture, having its principal offices in Chicago, Illinois, with subsidiary offices and plants in various states of the United States. One of its plants, acquired in January 1956, is in Seattle, Washington. The gross sales value of Respondent Company's manufactured products, shipped by it throughout the United States, annually exceeds \$3,500,000.00. The sales value of Respondent Company's products manufactured in its Seattle plant, shipped by it out of the State of Washington, annually exceeds \$50,000.00, and the materials used in manufacture at the Seattle plant, received in shipment from other states, annually exceed \$500,000.00.

II.

The operations of Respondent Company as described in paragraph I above, affect commerce

within the meaning of Section 2 (6) and (7) of the Act.

III.

Upholsterers International Union of North America, AFL-CIO, herein called Upholsterers; Local 5 of Upholsterers; Washington-Oregon District Council of Furniture Workers, AFL-CIO, herein called Furniture Workers; Local 3197 of Furniture Workers; and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, herein called Respondent Teamsters; are organizations representing employees in collective bargaining, and as such each is a labor organization within the meaning of Section 2 (5) of the Act.

IV.

Shortly before January 16, 1956, Respondent Company acquired its Seattle plant, being the facilities formerly owned and operated by a Washington corporation known as Craftmasters, Inc. of Washington. Respondent Company took possession of its plant on or about that date, but did not hire any of its production and maintenance employees on that date and did not acquire the normal complement of its employees until on or about February 15, 1956.

V.

On or about January 16, 1956, Respondent Company entered into a collective bargaining agreement with Respondent Teamsters, wherein Respondent Company and Respondent Teamsters agreed to and

did accord said Union exclusive recognition as bargaining agent for all production and maintenance employees in its Seattle plant, and therein agreed that "all employees employed by the Employer in the unit which is the subject of this Agreement shall become and remain members of the Union not later than the thirty-first (31st) day following the beginning of their employment."

VI.

Beginning on or about January 11, 1956, and thereafter, acting through its Pacific Coast manager, John Sparrowk, and through his subordinates, Respondent Company informed applicants for employment that it had a "national agreement" with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, which required all persons selected for hire to become members of a Union affiliated with that organization, or to pledge allegiance to or support of such Union as a condition of hire, and additionally instructed each applicant for employment to go to the offices of Respondent Teamsters to comply with such conditions precedent to hire which said Respondent Teamsters imposed.

VII.

From on or about January 16, 1956, to on or about February 13, 1956, and since said period, Respondent Company assisted Respondent Teamsters in arranging the occasions when Respondent Teamsters informed applicants for employment then seeking work from Respondent Company, that alle-

giance to, support of, and membership in Respondent Teamsters was required as a condition precedent to employment by Respondent Company.

VIII.

Under the circumstances alleged in paragraph IV above, and by its conduct alleged in paragraphs V, VI, and VII above, Respondent Company provided assistance to and support of Respondent Teamsters, in violation of Section 8 (a) (2) of the Act, and discriminated in regard to the hire of employees, and the terms and conditions of employment, to encourage membership in Respondent Teamsters in violation of Section 8 (a) (3) of the Act, and interfered with, restrained, and coerced its employees and prospective employees in the exercise of the rights guaranteed them in Section 7 of the Act, in violation of Section 8 (a) (1) of the Act.

IX.

Under the circumstances alleged in paragraph IV, and by its conduct alleged in paragraphs V, VI and VII above, Respondent Teamsters attempted to cause and did cause Respondent Company to discriminate in regard to the hire of employees, and the terms and conditions of employment, to encourage membership in Respondent Teamsters, in violation of Section 8 (a) (3), and thereby violated Section 8 (b) (2) and (1) (A) of the Act.

X.

The action and conduct of Respondent Company and Respondent Teamsters, as set forth in para-

graphs IV through IX above, occurring in connection with Respondent Company's operations in paragraphs I and II above, have a close, intimate, and substantial relationship to trade traffic, and commerce among the several states of the United States, and have led to and tend to lead to labor disputes which burden and obstruct commerce and the free flow of commerce, and constitute unfair labor practices affecting commerce within the meaning of Sections 8 (a) (1), (2) and (3); 8 (b) (1) (A) and (2); and 2 (6) and (7) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the Nineteenth Region, on this 25th day of April, 1956, issues this Consolidated Complaint against the Englander Company, Inc., and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, the Respondents herein.

[Seal] THOMAS P. GRAHAM, JR.,
Regional Director, National Labor Relations Board
Region 19, 407 U. S. Court House, Seattle 4,
Washington.

[Title of Board and Causes.]

INTERMEDIATE REPORT AND RECOMMENDED ORDER

Statement of the Case

On January 12, 1956, Upholsterers International Union of North America, AFL-CIO (also referred to herein as the Upholsterers International), and Local 5 (also described herein as the Upholsterers Local) of the Upholsterers International filed a charge with the National Labor Relations Board (designated below as the Board) in Case No. 19-CA-1306 against The Englander Company, Inc. (also referred to herein as Englander or the Respondent Company). On the same date, Washington-Oregon District Council of Furniture Workers, AFL-CIO (also designated herein as the Furniture Workers District Council) filed a charge with the Board against Englander in Case No. 19-CA-1307. An amendment to that charge was filed on February 20, 1956. The Furniture Workers District Council also filed a charge with the Board on March 27, 1956 in Case No. 19-CB-416 against International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO (also referred to herein as the Teamsters Local or the Respondent Union). On April 25, 1956, the General Counsel of the Board duly entered an order consolidating the cases in which the several charges had been filed. Based upon the charges, and the amendment men-

tioned above, the General Counsel of the Board issued a complaint on April 25, 1956, alleging that the Respondent Company and the Teamsters Local had engaged, and were engaging, in unfair labor practices within the meaning of the National Labor Relations Act, as amended (61 Stat. 136-163), also referred to below as the Act. The Respondent Company and the Teamsters Local have been duly served with copies of the charges, including the amendment, respectively applicable to them, and with copies of the complaint and order of consolidation.

With respect to the claimed unfair labor practices, the complaint, as amended at the hearing in this proceeding, alleges, in substance, that shortly before January 16, 1956, Englander acquired a plant located in Seattle, Washington, from another company; that Englander took possession of the plant on or about January 16, 1956, but "did not acquire the normal complement of its employees until on or about February 15, 1956"; that beginning on or about January 11, 1956, and before the acquisition of its "normal complement" of employees, Englander informed applicants for employment that it had a "national agreement" with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (also referred to below as the Teamsters International), which required all persons selected for hire by Englander to become members of a union affiliated with the Teamsters International, or to pledge allegiance to, or support of, such union as a condition of hire;

that Englander instructed each such applicant to go to the office of the Teamsters Local to comply with such conditions precedent to hire as the Teamsters Local imposed; that on or about January 16, 1956, Englander and the Teamsters Local entered into a collective bargaining agreement which accords the Teamsters Local exclusive recognition by Englander as the bargaining agent for all the production and maintenance employees of Englander's Seattle plant, and contains a provision that all such employees shall become and remain members of the Teamsters Local not later than 31 days following the beginning of their employment; that since on or about January 16, 1956, Englander has assisted the Teamsters Local "in arranging the occasions" when the latter has informed applicants for employment at the Seattle plant that "allegiance to, support of, and membership in," the Teamsters Local was required as a condition precedent to such employment by Englander; that on February 23, 1956, Englander offered employment to one Robert A. McDonald upon the condition that he become a member of the Teamsters Local, and denied McDonald employment upon his refusal to acquire such membership; that by reason of the terms and conditions of the said collective bargaining agreement with the Teamsters Local, and of its conduct toward applicants for employment, described above, Englander has violated Sections 8 (a) (1), 8 (a) (2) and 8 (a) (3) of the Act; and that by force of the terms and conditions of the agreement, and of its conduct toward applicants for employment, described above,

the Teamsters Local has violated Sections 8 (b) (1) (A) and 8 (b) (2) of the said Act.

Englander and the Teamsters Local have filed separate answers. In its answer, each of the Respondents denies the commission of any of the unfair labor practices imputed to it in the complaint.

Pursuant to notice duly served upon all parties, a hearing was held before me, as duly designated Trial Examiner, on May 22, 23 and 24, 1956, at Seattle, Washington. Each of the parties, with the exception of the Upholsterers International and the Upholsterers Local, appeared and was represented by counsel at the hearing and participated therein. The parties were afforded a full opportunity to be heard, examine and cross examine witnesses, adduce evidence, file briefs, and submit oral argument. After the close of the evidence, I reserved decision on a motion by each Respondent to dismiss so much of the complaint as is applicable to it. The motions are hereby denied for reasons reflected in the findings of fact and conclusions of law set forth below. Englander has filed a brief which has been read and considered. The other parties have not filed briefs.

Upon the entire record, and from my observation of the witnesses, I make the following:

Findings of Fact

I. Nature of the Respondent Company's business; jurisdiction.

Englander is a Delaware corporation, has its principal office in Chicago, Illinois, engages in the

manufacture of upholstered furniture and bedding, and maintains and operates manufacturing facilities in a number of states, including a plant in Seattle, Washington. Products manufactured by Englander at its various plants are shipped by it "throughout the United States." The gross sales value of such shipments annually exceeds the sum of \$3,500,000.00. Between the middle of February 1956 and the hearing in this proceeding, the aggregate sales value of products shipped by the Respondent Company from its Seattle plant to points in other states has exceeded the sum of \$50,000.

The Respondent Company is, and has been at all times material to this proceeding, engaged in interstate commerce within the meaning of the Act. The Board has jurisdiction of this proceeding.

II. The labor organizations involved.

The Upholsterers International, the Upholsterers Local, the Teamsters Local, the Furniture Workers District Council, and Local Union 3197, United Brotherhood of Carpenters and Joiners of America, AFL-CIO (also referred to below as Local 3197), an affiliate of the Furniture Workers District Council,¹ respectively represent employees for the purposes of collective bargaining, and are labor organizations within the meaning of the Act.

¹ It may be that the full name of Local 3197 has been stated imprecisely above because the exact name cannot be determined from the record. I have based an estimate of the full name on G. C. Exh. 6.

III. The alleged unfair labor practices.

A. Prefatory statement

Englander divides its operations into geographical divisions. One of these is known as the Western Division and includes the Pacific Coast tier of states. The plants in that area are supervised by John Sparrowk who bears the title of Vice-President of the Western Division and is Englander's chief executive in the area. The responsibility for negotiating collective bargaining agreements for Englander in the Western Division is vested jointly in Sparrowk and another official of Englander named Sidney R. Korshak who has his headquarters in Chicago and holds the title of General Labor Counsel.

Prior to January 1956, Englander operated two manufacturing plants in the Western Division, one located in Los Angeles, California, and the other in Oakland, California, where Sparrowk has his headquarters. At each of these plants a collective bargaining agreement between Englander and one or another local or affiliate of the Teamsters International has been in effect for some time. Each of the two agreements covers terms and conditions of employment of production and maintenance personnel employed in the plant to which the agreement applies.

During the latter part of 1955, Sparrowk made efforts to locate a factory site for Englander in Seattle, Washington. In the course of his search, he learned of the availability of a plant then operated

by a firm named Craftmaster, Inc. of Washington (also designated below as Craftmaster) which had been engaging at the factory site for a substantial period of years in the manufacture of furniture and bedding. In the early part of January 1956 Sparrowk and other representatives of Englander entered into negotiations for a lease of the plant and the purchase by it of some of Craftmaster's inventory and equipment.

On January 10, 1956, Craftmaster terminated the employment of all but a few of its employees and substantially ceased its manufacturing operations (presumably in anticipation of the occupancy of the plant by Englander, although the record does not concretely establish that that was the reason for the termination of the employees and the cessation of production). The few employees retained on the Craftmaster payroll consisted of several supervisors and a number of individuals who variously performed shipping or maintenance duties or worked on an inventory related to the contemplated sale of some of Craftmaster's assets to Englander.

During the period of Craftmaster's manufacturing activities, and at the time the firm discontinued production, there were three bargaining units at the plant, each apparently consisting of different occupational categories. One unit was represented by the Upholsterers Local, another by Local 3197, and the third by the Teamsters Local. Each of the three unions had collective bargaining and contractual relations with Craftmaster at the time the latter ceased its manufacturing activities, and had had

such relations for some unspecified period prior thereto. As of the date production was discontinued, approximately 35 of the employees were members of Local 3197, which is affiliated with the Furniture Workers District Council and had been represented by the latter organization in bargaining negotiations and contractual relations with Craftmaster, and some 71 held membership in the Upholsterers Local. The record does not establish the precise number represented by the Teamsters Local, but as the evidence indicates that Craftmaster had little more than 100 persons in its employ in January 1956, it is a fair inference that the Teamsters Local represented only a few of the individuals employed by Craftmaster during that period, or, in any event, a substantially smaller number than those represented by the other unions in the plant.

On January 9, 1956, William F. Evans, executive secretary of the Furniture Workers District Council, received information, as Evans put it in his testimony, that Craftmaster was "planning on selling the plant" to Englander. On January 11, 1956, on behalf of his organization, Evans wrote a letter to Englander, transmitting therewith a copy of the agreement between the Furniture Workers District Council and Craftmaster; expressing the view that the contract was binding on "successors" of Craftmaster; stating that termination notices had been given to employees by Craftmaster on January 10, 1956 "without any notice or discussion with the proper Union officials"; and requesting an early meeting with representatives of Englander "to dis-

cuss this matter.” Englander received the letter but made no reply to it. Evans discussed the subject of picketing the plant with a business representative of Local 3197 on January 12, 1956, and that organization posted a picket line at the premises the following day. The Upholsterers Local also picketed the plant, posting its pickets on January 12, 1956, the day after Sparrowk interviewed a number of former Craftmaster employees with respect to their future employment by Englander. (These interviews will be discussed in greater detail at a subsequent point.) The plant was picketed for approximately a month by each of the two unions.

The negotiations between Craftmaster and Englander culminated in a lease of the plant to Englander on January 16, 1956, and the purchase by it on that date of a portion of Craftmaster’s inventory and equipment. Englander did not assume any contractual obligations of Craftmaster.

As will appear in great detail later, Englander thereafter hired a substantial number of the individuals, including several supervisors, who had formerly been employed by Craftmaster. One of the supervisors is named “Red” Henry. Englander hired him as shipping department foreman on January 18 or 19, 1956. Another former Craftmaster supervisor named William Moore was hired by Englander as factory foreman on January 23, 1956. Since the date of his employment by Englander, each of the two foremen has made recommendations to Sparrowk for the hiring of employees, and the latter has attached considerable weight to such rec-

ommendations. At one point or another (on a date not specified in the record) the company vested all authority to hire employees in Moore. On February 1, 1956, Englander hired J. E. Hunt, another former Craftmaster supervisor, as factory manager. At all times material to this proceeding since the dates they were respectively hired by Englander, Henry, Hunt and Moore have been vested by the company with authority responsibly to direct the work of employees at the Seattle plant; have exercised such authority; and have been, and are, supervisors within the meaning of the Act.

B. The alleged assistance by Englander
to the Teamsters Local.

Sparrowk testified that in the autumn of 1955, upon his return to his Oakland office from a trip to Seattle where he had been searching for a plant site, he told Joseph Dillon, a representative of the Western Conference of Teamsters, a regional affiliate of the Teamsters International, of the purpose of his trip to Seattle; and that Dillon thereupon said, "We expect to have your Seattle operation under contract on the same basis that we have it elsewhere." What reply, if any, Sparrowk made does not appear. According to Sparrowk, also, on January 9, 1956, while he was in Seattle in connection with the negotiations for the Craftmaster plant, he met Dillon by appointment at the latter's request, and on that occasion, Sparrowk testified, Dillon introduced him to W. L. Williams, secretary-

treasurer of the Teamsters Local, and substantially reiterated what he had told Sparrowk on the previous occasion. Sparrowk testified that he replied that Englander was merely searching for a plant, had not as yet found one, and did not know then whether it would have a plant in Seattle.

Sparrowk spent some time in the plant preceding the execution of the lease, occupying himself with such matters as an inventory which Craftmaster was taking in contemplation of the sale of a portion of its property to Englander. While at the plant on January 11, 1956, Sparrowk interviewed between 15 and 20 individuals who came to the plant in search of employment. A substantial number of these, if not indeed all, had formerly worked for Craftmaster. Among them were individuals whose employment had been terminated by Craftmaster the day before. Some came for their interviews at the invitation or suggestion of Foreman Moore, who then was still on Craftmaster's payroll, while others came upon their own initiative.

One of those interviewed was Jeanette Testerman who was called as a witness by the General Counsel. She had worked for Craftmaster for approximately four years, had served in its plant as a shop steward for Local 3197, and came to the plant for her interview at Moore's suggestion. According to Testerman, during the interview, after some discussion of her duties for Craftmaster, and a prediction by Sparrowk that "there probably would be work" after completion of the inventory, Sparrowk told her that she would have to see Williams and "clear

through" the Teamsters Local. Testerman stated that she did not ask Sparrowk to explain what he meant, and that she "just walked out."

Another former Craftmaster employee, Marvin Bale, who was called by the General Counsel, testified that during the course of his interview on January 11, after he had told Sparrowk of the type of work he had performed for Craftmaster, Sparrowk asked him whether he had "joined the Teamsters Union"; and that upon receiving a negative reply, Sparrowk said that he should join that organization if he "wanted to work" at the plant. According to Bale, he replied that he was a member of "the Wood Workers" (meaning, apparently, Local 3197), and that he would rather retain his membership in that union. Then, Bale testified, Sparrowk referred again to the requirement for joining the "Teamsters Union," and gave Bale the address of the Teamsters Local, writing it on a slip of paper at Bale's request, because, as Bale put it, he is "short on * * * education."

A third former Craftmaster employee, Donald Granger, also called by the General Counsel, testified that he came to the plant for his interview on January 11 at Moore's suggestion; that, following a discussion on that date with Sparrowk concerning such matters as pay and working conditions, Sparrowk told him to see Williams and that he would "have to go down and clear through the Teamsters before (he) could go to work"; and that Sparrowk gave him the address of the Teamsters Local, stating that Englander "had some kind of

agreement with the Teamsters.” According to Granger, Sparrowk also told him that the Teamsters Local would not require him to pay any initiation fees.

Sparrowk gave testimony to the effect that he made substantially the same statements to each employee he interviewed on January 11. Summarizing what he claims he said on that occasion, Sparrowk testified: “I explained to them that we were in a position where we were talking to the Craftmaster principals with regard to acquiring some of the facilities here, that we would probably be in the business of manufacturing items comparable to what Craftmaster had been making. I also informed them that we were told by the Teamsters Union that inasmuch as they had contracts with us in other plants in the country that they would expect to be recognized in this plant. I indicated to them, told them, rather, that I was not in a position to tell them what they could or could not do from a union standpoint, that they were familiar with the contracts in the unions that they had been members of, and I suggested that they see Mr. Williams of the Teamsters Union and that he would be glad to tell them what they had to offer.” Sparrowk also gave testimony to the effect that after he had made these statements “to a couple of people,” he was asked for Williams’ address (by whom or whether by one or more interviewees does not appear in Sparrowk’s account), and that thereafter, during the course of the interviews, he ascertained the address from the telephone book for the pur-

pose of supplying it to interviewees. In all, Sparrowk testified, he referred between 15 and 18 job-seekers to Williams on January 11. Sparrowk denied that he told them to "clear through the Teamsters Union" or to "sign up with the Teamsters."

From what has been stated above, it is evident that there are material conflicts in the testimony on the subject of Sparrowk's remarks on January 11, notably on the question whether Sparrowk in substance told former Craftmaster employees when he interviewed them that clearance by, or membership in, the Teamsters Local would be a condition of their employment by Englander. A resolution of the material issues raised by the testimony of Sparrowk, Testerman, Granger and Bale will be made at a subsequent point in this report following a recital of other pertinent features of the record.

On January 26, 1956, John W. Truman, a representative of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, with which the Furniture Workers District Council and Local 3197 are affiliated, visited Sparrowk at the plant, and told the latter that the Furniture Workers District Council still represented the individuals who had been employed in various departments of Craftmaster's plant, and inquired whether Englander had "taken over" the contract between the Furniture Workers District Council and Craftmaster. Sparrowk replied in the negative. During the discussion that followed, Sparrowk told Truman that "nation-wide" Englander "was under agreement to the Teamsters through a master

agreement" which had been negotiated by Korshak and "a Mr. Pink," on behalf of Englander, with a representative of the Teamsters International. Truman stated that the organization he represented has "jurisdiction in these types of plants all through the West Coast," that he knew of none in which "the Teamsters have jurisdiction," and that "we were in a position to furnish him (Sparrowk) qualified men for the type of work that he needed." Sparrowk replied that he "appreciated that very much," but that "he was bound by the master agreement with the Teamsters International." Sparrowk also stated that Englander had "good working relations" in the "plants covered by the Teamsters' agreements," that he did not "want to jeopardize them (such relations) by signing this plant to another organization," and that he felt that if he did so, Englander "would be subject to reprisals by Teamsters in other locations."

Truman met with Sparrowk again on February 3, 1956, and on that occasion reiterated the claim of representation of former Craftmaster employees; offered to discontinue the picketing by Local 3197, provided Englander hired individuals formerly employed in the plant's millroom by Craftmaster; and proposed that Englander consent to a representation election to be conducted by the Board. Sparrowk rejected the election proposal, advancing the reason that Englander had a "master agreement" with the Teamsters International. However, at one point or another during the discussion, Sparrowk expressed the view that an arrangement could be

made whereby the Furniture Workers District Council could represent millroom employees, and the Teamsters Local all other employees. Truman then offered to remove the pickets provided Englander "would go to an NLRB election or sit down and come to some agreement with us and negotiate a contract." Sparrowk replied that the picket line should not be removed; that he was leaving for California to meet someone (whom, he stated, he was unable to identify); that he believed that "the whole matter could be cleared up" upon his meeting with this individual; and that he would call Truman from Oakland in that connection, but that if he did not do so, Truman should call him at his hotel upon his return to Seattle a few days later.

Truman called Sparrowk in Seattle on February 6, and Sparrowk told him that he was about to leave for a meeting with Williams, and inquired of Truman whether he had heard from Williams. Truman replied that he had, and that Williams had asked him to come to the office of the Teamsters Local that afternoon. Truman asked Sparrowk whether the latter knew the purpose of that meeting, and Sparrowk replied that he "thought it better" that Truman secure the information from Williams. Truman and a representative of Local 3197 kept the appointment with Williams. In the course of the meeting, Williams described an accord he asserted had been reached between the Upholsterers International and his organization concerning the representation of upholsterers at

Englander's Seattle plant, and he offered "to let" Local 3197 retain its "jurisdiction in the mill-room" if he, in turn, were permitted to select the other job categories in the plant to be subject to the jurisdiction of the Teamsters Local. In substance, Truman declined to accept the offer.²

As of February 10, 1956, Englander had only eight non-supervisory employees on its payroll at the Seattle plant, and had not as yet begun production at the factory on any substantial scale. On February 10, a representative of the Teamsters Local named Bombardier (also spelled Bombadier in the record) telephoned Testerman at her home and asked her if she wished to go to work at the plant on the following Monday, February 13. She inquired "if the labor dispute was straightened out," and Bombardier replied that "they had a contract" at the plant and that the picket line "wasn't legal." Testerman reported the telephone conversation to Evans and Carl Kissick, the financial secretary of Local 3197.

Early on the morning of February 13, shortly before Englander's plant opened, about 60 former Craftmaster employees came to the plant in search of employment. Approximately half of these were members of Local 3197, and about an equal number were members of the Upholsterers Local. The members of Local 3197 were present at the instance

² Findings made above with respect to Truman's conversations with Sparrowk on January 26 and February 3 and 6, and his meeting with Williams on February 6, are based on Truman's uncontradicted testimony.

of representatives of their union who had "notified" them to come to the plant after the receipt of reports such as Testerman's. Truman, Evans and Kissick were at the plant on the occasion in question, as were Ralph Royer, business agent of the Upholsterers Local, and Williams and some seven or eight companions (described by Truman in his testimony as "seven or eight Teamsters").

When the doors to the plant opened, the jobseekers and the union representatives entered, Truman leading the members of Local 3197. After Truman and Williams entered the plant, they went to Sparrowk's office at the latter's request. Hunt, the factory manager, was also present. In the office, Sparrowk imputed responsibility to Truman for the entry of jobseekers into the plant that morning, rebuking Truman for it, and stating, in effect, that the hiring of employees was Englander's function and prerogative. At about this point, Evans, who was stationed outside the office and had heard the "loud talking" (as he termed it) entered the office, and, addressing himself to Sparrowk and Hunt, stated that "there was a misunderstanding because, if anybody was responsible for the members of Local 3197 being down there to go to work that morning, it was the Teamsters, and specifically Mr. Williams and others of his staff whom I don't know." Evans also expressed the view that "apparently Mr. Williams is acting as your personnel manager." Hunt replied that Williams had a right to ask job applicants to come to the plant because his organization had a contract with Englander.

That appears to have ended the discussion in the office.³

³ The respective versions of Evans, Truman and Sparrowk are in substantial accord on the subject of Sparrowk's rebuke to Truman, but there is conflict in the testimony with respect to Hunt's remarks. Neither Hunt nor Williams testified. Evans quotes himself in his account as addressing his remarks to Hunt and Sparrowk, and imputes a statement to Hunt to the effect described above. Evans' testimony suggests the possibility that Sparrowk left the office before Hunt's remarks to talk to the jobseekers. Truman's testimony is to the effect that a statement such as Evans imputes to Hunt was made, but he expresses some uncertainty whether Hunt or Sparrowk made it, stating that "at or about that time" Sparrowk left the office to address the jobseekers. Sparrowk's testimony makes no reference to Evans' presence. Sparrowk, however, denied that Hunt said anything in his "presence" about Williams "doing the hiring in the plant." Sparrowk testified that he has since "substantiated the fact" that he did not leave the office until "after the union officials left the room." Upon observation of Sparrowk, I gathered the impression that he has no certain independent recollection that he was in fact in the office at the time of the remarks imputed to Hunt by Evans. The Respondent Company offered no explanation of its failure to call Hunt who is, after all, the one to whom Evans attributes the remarks in question. Moreover, there is good reason to believe from the undisputed evidence of what Sparrowk told Truman on January 26 and February 3 that there had been in effect for some time prior to the office discussion an understanding (not fully articulated in the record, although termed a "master agreement" by Sparrowk) between Englander and the Teamsters International governing the representation of employees in the company's plants on a "nation-wide" basis. It is also noteworthy that, according

At one point or another after his conversation with Truman, Sparrowk left the office and addressed the jobseekers briefly, telling them in effect that the plant was ready to open for production. Englander hired 6 employees on February 13, bringing its roster of non-supervisory employees to 14.

Shortly after the discussion in the office, the Upholsterers Local held a meeting of its members who had formerly been in Craftmaster's employ. Williams attended and spoke to the group, describing his organization's pension and insurance programs.

to Sparrowk's own testimony, the Teamsters Local some time prior to February 13 signed and submitted a proposed agreement to Englander's Chicago office. Although Sparrowk claims that he signed the document on February 15 or 16, after reaching the conclusion that the Teamsters Local represented a majority of employees in the plant upon "proof" submitted to him by Williams, it may be noted that Sparrowk neither negotiated the agreement nor even read it in full, and that it is little more than a duplicate in form and substance of the contract in effect at Englander's Los Angeles plant. In any event, bearing in mind the unexplained failure to produce Hunt as a witness, and in the light of Sparrowk's statements to Truman on January 26 and February 3 concerning the "master agreement" between Englander and the Teamsters International, and of Sparrowk's somewhat pro forma approach to the execution of the contract with the Teamsters Local, notwithstanding Sparrowk's claim (which will be evaluated at a later point) that he did not sign the contract until February 15 or 16, I am persuaded that Evans' testimony concerning Hunt's remarks is credible, and have made corresponding findings.

An official of another local of the Upholsterers International, who was at the meeting, reported to those present the contents of a telegram that had been received from the president of the parent body to the effect that members of the Upholsterers Local were to "go to work under the Teamsters' agreement, * * * but still remain members" of the Upholsterers Local. Williams left the meeting at some point thereafter, and the membership voted to work at the plant "under the Teamsters' agreement." Local 3197 also held a meeting either on the same or the next day of members who had worked for Craftmaster. (There are variances in the record as to the date of the meeting.) Truman advised the former Craftmaster employees present to seek employment at the plant and to apply for membership in the Teamsters Local if that were necessary to secure employment at the factory.⁴

⁴ The description of both meetings is based on evidence received without objection. What was said on both occasions is obviously not binding upon the Respondent Company, and I base no finding that the firm has engaged in unfair labor practices upon what was said at either meeting. Similarly, the events at the meeting of Local 3197, as well as the discussion at the meeting of the Upholsterers Local after Williams left, is not binding upon the Teamsters Local. The events at both meetings are actually immaterial to the issue whether Englander has abridged the rights guaranteed employees by Section 7 of the Act, and has rendered unlawful assistance to Englander. I have described the meetings as part of the chain of events depicted in the evidence, although it may be noted that, as far as the Teamsters Local (although not Englander) is concerned, the references to the "Teamsters' agree-

A substantial number of former Craftmaster employees who were present at the meeting of Local 3197 then went to the office of the Teamsters Local, made application there for membership in that organization, and signed a document (G.C. Exh. 9) which provided, among other matters, that the signatories agreed to "accept * * * all working conditions contained in the contract in effect between the International Brotherhood of Teamsters and the Englander Company" and to become members of the Teamsters Local "immediately upon going to work for the Englander Company."

Englander began production on a substantial scale on February 14, hiring 60 employees on that date, an additional 18 on February 15, and 4 more on the following day, bringing the total number of non-supervisory employees on the payroll as of February 16 to 96.

The General Counsel contends that not only Sparrowk but Foremen Henry and Moore made unlawful statements to individuals who applied for employment at the plant, and called several witnesses in support of the claim. One such witness, Fred Rober, who had been employed by Craftmaster and had served as "picket captain" during the picketing of the plant by Local 3197, testified that he spoke to Henry and Moore together on Febru-

ment" in Williams' presence at the meeting of the Upholsterers Local may be taken as evidence, in the context of the whole record, that a contract was in effect on February 13 between the Teamsters Local and Englander. I shall advert to this matter again at another point below.

ary 13 and asked them for employment; that they told him that a job was available for him but that he would "have to clear through the Teamsters"; that on the following day, after attending a meeting of Local 3197,⁵ he and 10 others who had been at the meeting went to the Teamsters Local where they signed a document (G.C. Exh. 9, which has been described above); and that he then proceeded to the plant where he resumed the same type of work he had performed for Craftmaster.

Another witness, Josephine Griffin, who had not previously been employed by Craftmaster, but was a member of Local 3197, testified that she spoke to Moore on February 14 concerning her application for employment; that he told her that a job was available for her, "but first you have to get it straightened out with the Teamsters"; that upon her inquiry whether "it isn't settled yet, it is not going to be Furniture Workers," he replied that "it isn't settled yet one way or the other"; that she asked Moore whether she would be employed if "I join the Teamsters"; that Moore replied in the affirmative; that she reported the incident to Kiskick later that morning, and upon his advice proceeded to the office of the Teamsters Local the same day and signed an application for membership in

⁵ This was apparently the meeting, described above, at which members of Local 3197 were advised to join the Teamsters Local if that were necessary to secure employment at the plant. As indicated earlier, I base no findings of unfair labor practices on the testimony of Rober and others describing the meeting.

that organization; and that she entered Englander's employ on February 16.

Robert A. McDonald, a former Craftmaster employee, testified that he applied to Henry for employment on February 20; that Henry told him that no job was available for him; that Henry telephoned him the following evening and said that a position was available and that he "would have to clear through the Teamsters"; that he replied that he "would like to think it over" and made an appointment with Henry for February 23; that when he came to the plant on that date he did not speak to Henry but talked to Moore; that, after an explanation by Moore of the duties he would be required to perform, Moore told him that he "would have to join the Teamsters"; that he (McDonald) refused, stating, "Why join the Teamsters when the Carpenters & Joiners have the furniture plants"; that Moore then asked him why he should be "the only one not to join the Teamsters when everybody else has"; that he (McDonald) repeated his refusal "to join the Teamsters"; that Moore then said, "Well, I guess we can't do any business, that will be about it"; and that with that the interview ended. McDonald did not enter Englander's employ.

Henry did not testify, but the Respondent Company called Moore as a witness. The latter denied that he told "any employee or prospective employee that he had to join the Teamsters Union," or that he made any suggestion that any such individual do so. The credibility issues raised by the testimony

of Moore, McDonald, Rober and Griffin will be resolved at a subsequent point in this report.

At one point or another (as will appear, the date is uncertain), Englander and the Teamsters Local entered into a contract affecting employees of the Seattle plant.⁶ Korshak, Sparrowk, Williams and Dillon signed the agreement on behalf of their respective principals. (It may be noted in passing that Dillon signed on behalf of the Western Conference of Teamsters, although the agreement states that it is "entered into" between the Teamsters Local and Englander.) The contract and the one applicable to Englander's Los Angeles plant are identical except for a few insertions in each and appear to follow a common form, as is evidenced not only by the language common to both contracts but by identically situated blank spaces provided for insertions such as, for example, the location of the Englander plant affected and the number of the local of the Teamsters International involved.

By the terms of the agreement applicable to the Seattle plant, Englander recognizes the Teamsters Local "as the exclusive bargaining agent for all production and maintenance employees" (with some

⁶ The name of the contracting labor organization is set forth in the agreement as "General Teamsters, Chauffeurs and Helpers Union, Local 117." There can be no doubt that this is the Respondent Union, although it is elsewhere identified in the record as "International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO."

exceptions not relevant here). The contract provides, among other things, that it is to remain in effect until December 1, 1958, and to continue in effect thereafter unless either party serves a specified written notice of cancellation or termination upon the other; and that "as a condition of continued employment, all employees employed by the Employer in the unit which is the subject of this Agreement shall become and remain members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the effective date of this clause, whichever is the later." (For convenience of reference the clause relating to union membership will be referred to below as the union shop provision.)

There is no evidence that the contract was the product of bargaining negotiations. Sparrowk, who is the only Englander representative stationed in the Western Division who has authority to negotiate collective bargaining agreements for the company, testified that he did not negotiate the agreement, and that he "doesn't know of any negotiation." Dillon, Korshak and Williams (who was present at the hearing) did not testify, and there is no information in the record as to the respective dates upon which they signed the contract. The only evidence pertaining to the execution of the agreement appears in Sparrowk's testimony.

In that connection, he testified that he received a telephone call at his Oakland office from Chicago, on or about February 6, 1956, from his superior, Chester Pink, vice-president in charge of England-

er's manufacturing operations, who told him that "there was in the Chicago office a contract that had been signed by Joseph Dillon and W. L. Williams and sent or given to some one in Chicago applying to the Seattle plant." According to Sparrowk, Pink also said that he wished to send the contract to Sparrowk but that he did not want the latter to sign the agreement or any other collective bargaining contract until Sparrowk was convinced that the union involved represented a majority of the employees. Sparrowk also testified that late in the afternoon of February 13, while he was in Seattle, Williams called him and told him that a "majority of the labor pool that we (Englander) were interested in" had signed applications for membership in the Teamsters Local; that he replied that he would "like to have proof of that"; that Williams requested him to come to the office of the Teamsters Local to examine the proof; that that evening he (Sparrowk) examined the applications for dates and names and counted in excess of 60; that upon his examination, he was "convinced" that the Teamsters Local represented a majority of the production and maintenance employees hired by Englander up to that point for the Seattle plant; and that on the morning of February 15, Williams came to the plant, showed him a document (G.C. Exh. 9) containing signatures (some 87 at that time, according to the sense of Sparrowk's testimony), and told him that these "represented the signatures that he had of the people who had made application (for membership in the Teamsters Local) to that date."

According to Sparrowk's account, after his conversation with Williams on February 15, he returned to Oakland by plane and found upon his arrival at his office there that the contract he had discussed with Pink on the telephone some 10 days earlier had arrived from Chicago. Sparrowk also testified that he read only the first two or three paragraphs of the document and a few handwritten insertions because of information from Pink that the contract was similar to that in effect at the Los Angeles plant; that he signed the contract on February 15 or 16 and then sent it to the Chicago office; that Korshak's signature was not on the document at that time; that he does not know when Korshak signed it; and that Englander gave effect on February 15, 1956, to a provision in the agreement dealing with contributions by the company, for employees of the Seattle plant, to a pension fund of the Western Conference of Teamsters.

C. Discussion of the issues and concluding findings.

Turning first to the question whether Sparrowk made statements to job applicants on January 11 to the effect that clearance by, or membership in, the Teamsters Local was to be a condition of employment at the plant, the credibility issue is not easily resolved because the testimony on both sides of the question is not wholly reliable.

Sparrowk left me with the impression at a number of points that he was not a forthright witness.

One example may be found in his disclaimer of any knowledge of the circumstances that brought job applicants to the plant on January 11. In that regard, he testified that he "would say" that those whom he interviewed came to the plant "voluntarily seeking employment," and that he had no knowledge prior to the interviews "of how it happened" that the job applicants came to the plant. Yet this is contradicted by Moore who stated that he asked a number of former Craftmaster employees to come to the plant for interviews with Sparrowk, that before he did so he informed Sparrowk of his intention, and that Sparrowk "suggested that it might be a good idea that some of them come in and talk to him." I do not believe Sparrowk's disclaimer of any prior knowledge of Moore's request to former Craftmaster employees to come in for interviews, and upon my observation of Sparrowk's demeanor, I am of the opinion that his disclaimer was rooted in a disposition to avoid or hedge on facts which, in his judgment, might compromise him.

A more important example of a lack of forthrightness in Sparrowk's testimony is to be found in the justification he advances for referring between 15 to 20 job applicants to the Teamsters Local on January 11. His explanation for his action is that he had been "advised by representatives of the Teamsters that they expected to have the Seattle operation as they have it elsewhere in the country," and that he therefore "invited the people (those interviewed) to ascertain what they (the Teamsters Local) had to offer so when the decision was made

they would know the entire content of what all three of the unions could offer." The interviewees, it may be noted, had not asked to be "invited" to the Teamsters Local; there is no evidence that any of them were dissatisfied with their own unions or expressed any dissatisfaction with them to Sparrowk; and it is evident even from Sparrowk's own testimony that it was he who injected the name of the Teamsters Local into the interviews, with knowledge that those he interviewed were members either of Local 3197 or the Upholsterers Local.

Be that as it may, Sparrowk's explanation strikes an implausible note, and, I am persuaded that it is no more than an afterthought calculated to conceal the real reason for the referral of the job applicants to the Teamsters Local. The real motivation may be found in the undisputed evidence of what Sparrowk said to Truman on January 26. On that occasion, it will be recalled, Sparrowk told Truman that Englander had entered into a "master agreement" of "nation-wide" scope with a representative of the Teamsters International; that he "was bound by the master agreement"; that Englander had "good working relations" in its "other plants covered by the Teamsters' agreements"; that he did not want to jeopardize such relations "by signing this plant to another organization"; and that he felt that if he did so, Englander "would be subject to reprisals in other locations." Significantly, also, during their conversation on February 3, Sparrowk rejected Truman's reasonable proposal for a Board-conducted election to determine the representation

wishes of the employees, basing his refusal on the existence of the "master agreement."⁷ I think it plain that Englander was predisposed at the time of the interviews, if not indeed under some sort of obligation to the Teamsters International, to recognize the Teamsters Local as the representative of its production and maintenance employees at its then contemplated manufacturing facility in Seattle, and that, in furtherance of that predisposition, Sparrowk referred substantially all those interviewed on January 11 to the office of the Teamsters Local as a means of assisting that organization in securing the adherence of former Craftmaster employees to the Teamsters Local instead of the other unions to which they then belonged. The sum of the matter is that I am unable to place any credence in Sparrowk's self-serving description of his motive in referring the interviewees to the Teamsters Local.

Sparrowk admittedly referred practically all those he interviewed to the office of the Teamsters Local. Bearing in mind the setting in which the interviews occurred, and the fact that the referrals were unsolicited and made upon his initiative, I do not think it unnatural that job applicants should

⁷ At one point Sparrowk testified that he does not know where the term "master agreement" originated and that he knows that Englander does "not have such a thing." Yet Sparrowk's own version of what he told a large group of jobseekers at the plant on January 16 includes testimony that he "referred to" the agreement in talking to the group. Moreover, as pointed out above, Truman's account of his conversations with Sparrowk on January 26 and February 3 is uncontradicted.

interpret his statements as meaning that clearance by, or membership in, the Teamsters Local was to be a condition of employment at the plant. Yet, notwithstanding the appraisal of Sparrowk's testimony given above, I entertain a substantial doubt that Sparrowk expressly voiced such a condition. In that connection, it should be borne in mind that the burden of establishing that Sparrowk made statements in the terms imputed to him by Granger, Testerman and Bale is upon the General Counsel.

Although Granger in his testimony quotes Sparrowk as telling him that he would "have to go down and clear through the Teamsters" as a condition of employment at the plant, an affidavit purportedly describing the interview, given by Granger to a representative of the General Counsel only a few days after the interview, does not quote Sparrowk as prescribing clearance by the "Teamsters" as a condition of employment.⁸ Because of the discrepancy, I am unable to place any reliance on Granger's claim that Sparrowk voiced such a condition, although I have no doubt that Sparrowk told Granger to see Williams at the office of the Teamsters Local. It may be, as Granger claims, that Sparrowk told him that he would not be required to pay any initiation fees to the Teamsters Local, but in

⁸ The relevant portion of the affidavit reads as follows: "He (Sparrowk) said that I should go to the Teamsters Union Hall at 522 Dennyway and see Bill Williams who would take care of me. I asked him about initiation fees. Mr. Sparrowk said that initiation fees had been taken care of and that I wouldn't have to pay any; then I left."

view of the discrepancy noted above, and the absence of any evidence that Sparrowk expressed himself to a similar effect to any other interviewee, the weight of the evidence will not support a finding that Sparrowk made the statement on the subject of initiation fees imputed to him by Granger.

Testerman, it may be noted, unlike Granger and Bale, does not quote Sparrowk, in terms, as prescribing membership in, or clearance by, the Teamsters Local as a condition of employment. I have no doubt that Sparrowk told her to see Williams, as she asserts, but I have some reservation that he told her, in terms, that she would have to "clear through" the Teamsters Local. There is some indication in Testerman's testimony of a tendency by her to place an interpretation on things she heard Sparrowk say which differs somewhat from the actual content of what was said. She imputes a statement to Sparrowk at the plant on January 16 to a large group of jobseekers (some 75 or 80, according to the evidence) that as far as he knew "this master agreement * * * with the Teamsters * * * would cover the Seattle plant, too." This is not quite in accord with the version given by Granger, the only other employee called by the General Counsel on the subject of Sparrowk's remarks on that occasion. On the subject of the "master agreement", Granger quotes Sparrowk as saying that Englander has "a master agreement * * * with the Teamsters throughout the country in the rest of their plants." Sparrowk did allude to a "master agreement" on the occasion in question, but I believe that he did

so in terms of a statement, as Sparrowk described it, that Englander had been "told by the Warehousemen's Union that they would have this plant (in Seattle) inasmuch as they have Englander factories elsewhere in the country * * *" It is not improbable that Testerman drew the inference from Sparrowk's allusion to the "master agreement" that what he was saying was that the "master agreement" would "cover the Seattle plant, too." Similarly, I am of the opinion that Testerman interpreted Sparrowk's proposal that she see Williams to mean that she would have to "clear through" the Teamsters Local. In sum, I am unconvinced that Sparrowk told her, in terms, to "clear through" the Teamsters Local in the course of his proposal that she see Williams.

Bale describes Sparrowk as asking him whether he had "joined the Teamsters Union," and as stating that he should join that organization if he "wanted to work" at the plant. No other interviewee quotes Sparrowk as inquiring into his union affiliation, nor as stating expressly that he should join the Teamsters Local as a condition of employment. (Granger quotes Sparrowk as telling him to "clear through the Teamsters" as a condition of working at the plant, and not as stating that employment was conditioned upon membership in that organization.) Bearing in mind that Sparrowk interviewed some 15 to 20 persons on January 11, one must take into account the fact that Bale was the only interviewee produced by the General Counsel who attributes an inquiry by Sparrowk into union

affiliation, and expressly imputes a statement to Sparrowk to the effect that membership in the Teamsters Local was to be a condition of employment. In that posture of the record, notwithstanding my conviction that Sparrowk was not a forthright witness and also, as will appear, did not accurately describe what he told at least some of the persons he interviewed, I do not believe that the evidence preponderantly establishes that Sparrowk expressed the employment condition Bale imputes to him.⁹

Although the weight of the evidence will not support a finding that Sparrowk told any job applicant on January 11 that he or she would have to "clear through" the Teamsters Local or that clearance by, or membership in, that organization was to be a condition of employment, I am convinced, on the other hand, that Sparrowk's version of what he said to those he interviewed goes substantially beyond what he actually told them. In effect, he imputes to himself the expression of a position of neutrality toward the question of representation of the employees. The substance of his testimony in that regard is that after he told the job applicants that the "Teamsters Union" expected "to be recognized in this plant," he informed them that he "was not in a position to tell them what they could

⁹ Even if Sparrowk did ask Bale whether he had joined the "Teamsters Union", it is unnecessary to pass on the question whether this isolated inquiry violated the Act. It may be noted that the complaint does not allege any unlawful interrogation of employees.

or could not do from a union standpoint." No other witness who testified on the subject of the interviews quotes Sparrowk to that effect, and this applies to two job applicants called by the Respondent Company. One of these, George Mertel, was asked on his direct examination whether Sparrowk made any "reference at all to the Teamsters Union," and he replied "not that I know of." This, it may be noted, is not quite in accord with Sparrowk's testimony, for the sense of Sparrowk's version is that he did refer to the "Teamsters Union" in all the interviews.¹⁰ Be that as it may, Daniel A. Walters, another witness called by the Respondent Company, denied during his direct examination that Sparrowk ever told him that he "had to become a member of the Teamsters Union." At a subsequent point in his testimony, describing what Sparrowk told him "about the Teamsters" on January 11, Walters stated: "He (Sparrowk) just gave me the address of the place and said to go up there and talk it over with the Teamsters about application for membership in the union." The

¹⁰ Mertel described a conversation with Sparrowk concerning the "Teamsters" which, according to Mertel, took place shortly before the interview while both he and Sparrowk were "out on the shipping room floor." Mertel quotes Sparrowk as telling him on that occasion that "everything is Teamsters", that "I don't know which way it is going to go", and that "you may have to and you may not" (presumably meaning that Sparrowk did not know whether Mertel would be required to join the Teamsters Local).

witness also testified that he did not ask Sparrowk for the address of the Teamsters Local, and that Sparrowk "just wrote the address on a slip of paper." Walters, who is 74 years of age and was among those terminated by Craftmaster on the day preceding the interview, went directly from the interview to the office of the Teamsters Local and there signed an application for membership in that organization.¹¹

Perhaps Sparrowk did tell some of those he interviewed that he "was not in a position to tell them what to do from a union standpoint," but I am persuaded that at least in the cases of those job applicants who testified concerning their interviews he made no such statement.¹² Moreover, the expres-

¹¹ In his direct examination, Walters gave no details of any interview on January 11, and he stated that he was not at the plant on that date. During his cross examination, he was shown a copy of his application for membership in the Teamsters Local, which is in evidence and is dated January 11, 1956, and his recollection was thereafter refreshed as to the circumstances in which he signed the application. He then proceeded to describe his interview with Sparrowk, stating, in substance, that it took place on January 11, shortly before he signed the application on that date.

¹² According to Kissick, he was stationed, among a group of jobseekers, outside the open door of the office in which the interviews took place and overheard portions of what Sparrowk said. In his testimony, Kissick denied that he heard Sparrowk tell the interviewees to "make their own decisions" regarding their union affiliation, and describes Sparrowk as giving them the address of the Teamsters Local and telling them to go there for their "affiliation."

sion of neutrality which Sparrowk attributes to himself is open to substantial doubt, to say the least, in the light of his statements to Truman on January 26 and February 3, and of the fact, as will appear, that Englander and the Teamsters Local entered into their contract at a time when they had no lawful right to do so, all warranting an inference that Englander had a preference for the Teamsters Local at the time of the interviews, and that Sparrowk referred the job applicants to that organization in furtherance of that preference. In sum, putting together those portions of the testimony which I regard as reliable, including testimony given by Sparrowk and the witnesses called by the General Counsel, what credibly emerges from the record on the subject of what Sparrowk said in connection with union affiliation during the interviews is that he proposed to a substantial number of job applicants on January 11 that they go to the office of the Teamsters Local to discuss the subject of applying for membership in that organization; and that he supplied the address of the Teamsters Local to interviewees, in one case at least (that of Bale) writing the address on a slip of paper at the job applicant's request, and in other instances furnishing the address without any request for it.

The question is presented whether Sparrowk's conduct in referring the job applicants to the Teamsters Local, as found above, constituted unlawful support of that organization in violation of Section

8 (a) (2) of the Act. I am unable to view Sparrowk's conduct as privileged by the terms of Section 8 (c) which provides, in part, that the "expressing of any views, argument or opinion * * * shall not constitute or be evidence of an unfair labor practice * * *, if such expression contains no threat of reprisal or force or promise of benefit." What Sparrowk told Walters, for example, did not constitute the expression of "any views, argument or opinion." It was a verbal act, namely, that of telling Walters "to go up there and talk it over with the Teamsters about application for membership in the union," and was implemented by another act, that of furnishing Walters with the address of the Teamsters Local on a slip of paper.¹³

"It has repeatedly been held that an employer may not intrude in matters concerning the self-organization of employees. He must refrain from all interference. He must maintain a neutral attitude. Especially is this so where the adherence of the employees is being sought by rival labor organizations" (Harrison Sheet Steel Co. v. N. L. R. B., 194 F. 2d 407). This language of the Court of Appeals for the Seventh Circuit in the cited case is particularly applicable to the question under consideration. Sparrowk admittedly was aware that those he interviewed were at the time members either of the Upholsterers Local or Local 3197. It is

¹³ Cf. Minnesota Mining & Manufacturing Company, 81 NLRB 557 (and cases cited), enforced 179 F. 2d 323 (C.A. 8).

evident that none of the job applicants had expressed any dissatisfaction with those unions or sought the "advice" which Sparrowk gave them; and that he gratuitously referred them to the Teamsters Local for a discussion of their affiliation with that organization, injecting a subject into the interviews which had no relevancy to the purpose for which the job applicants had come to see him. The setting in which Sparrowk did this was one in which these individuals were seeking work from him and were dependent upon his approval for an opportunity to resume their employment at the plant in the event that Englander undertook its operation, as it actually did only a few days later.¹⁴ In that setting, it would be only natural for the job applicants, as it is evident some of them, at least, did, to construe Sparrowk's ungermane and unsolicited proposal that they go to the Teamsters Local to discuss applications for membership in that organization, as meaning that Englander preferred

¹⁴ Although the transaction with Craftmaster was not concluded until January 16, the evidence warrants the inference that at the time of the interviews, Englander anticipated that it would soon occupy the plant. In that regard it may be noted (1) that Craftmaster ceased production and terminated its employees on January 10; (2) that Sparrowk interviewed job applicants on January 11; (3) that he spent much of the week preceding the execution of the lease in the plant in connection with the inventory; and (4) that he admitted that he told some of the applicants that he "hoped" that Englander would begin work at the plant on January 16.

the Teamsters Local over the other unions, and that clearance by, or membership in, the Teamsters Local was to be a condition of employment at the plant. Although various job applicants did not take Sparrowk's advice, but instead reported it to their own unions, a revealing glimpse of the impact that conduct such as Sparrowk's can have upon a job applicant is afforded by the fact that Walters, an elderly man in search of work, who at the time of the interview was a member of Local 3197, plainly lost no time in going to the office of the Teamsters Local to sign an application for membership in that union. The sum of the matter is that Sparrowk's conduct was anything but neutral, particularly if one takes its setting into account, and that it was an intrusion by him "in matters concerning the self-organization of employees." In the light of the whole record, including the fact, as will appear, that Englander entered into the contract with the Teamsters Local when it had no lawful right to do so, I find that Sparrowk's purpose in referring the job applicants to the Teamsters Local was to provide that organization with an opportunity to wean the job applicants away from other unions, in a climate of implied approval by Englander, with the ultimate end in view of recognition by Englander of the Teamsters Local; and that as a result of Sparrowk's conduct, Englander contributed support to the Teamsters Local in violation of Section 8 (a) (2), and interfered with the exercise by employees of rights guaranteed them by Section 7 of

the Act, thereby violating Section 8 (a) (1) of the statute.¹⁵

Turning to the claim that Foremen Henry and Moore made unlawful statements to job applicants, it may be noted that Henry, although still employed by Englander, was not called as a witness, nor is there any explanation by the Respondent Company of its failure to call him. Thus McDonald's testimony that Henry told him on the telephone on the evening of February 21 that a position was available and that he "would have to clear through the Teamsters" is uncontradicted. Another factor to

¹⁵ In one of his versions of his remarks to a large group of jobseekers on January 16, Sparrowk gave testimony to the effect that he told the group that if by suggesting "to some of the people" (presumably meaning interviewees a few days earlier) that they "find out the content of what could be offered to them" by the Teamsters Local, there was "some misunderstanding as to union affiliation I wanted them to know that I definitely was not in a position to tell them what to do." This testimony affords no basis for a holding that Sparrowk dispelled the unfair labor practices found above. For one thing, another version by Sparrowk of his remarks on January 16, given earlier in his testimony, does not contain statements to the effect set out above. For another, it is not established that all the job applicants referred to the Teamsters Local on January 11 were present at the plant on January 16. Walter's testimony suggests that he was not there on that occasion. It may also be borne in mind that Walters had visited the office of the Teamsters Local, upon Sparrowk's advice, and had already applied for membership in that union, before Sparrowk's remarks on January 16, whatever their content.

bear in mind is that both Griffin and McDonald gave circumstantially detailed accounts of their respective discussions with Moore, while the latter gave no description of any conversation with either Griffin or McDonald. Substantially all that appears in Moore's testimony in that connection is a blanket denial that he told "any employee or prospective employee that he had to join the Teamsters Union" or that he made any suggestion to that effect; and that he does not recall McDonald "specifically." In view of Moore's position and the important role he played, according to the sense of Sparrowk's testimony, in the recruitment of employees for Englander's new plant, I think it wholly plausible that both Griffin and McDonald had conversations with him concerning employment at the plant; yet for all that appears in Moore's testimony, Griffin and McDonald did not even discuss the subject of employment with him. I believe that they did, and Moore's failure to give details of any conversation with either Griffin or McDonald detracts from the force of his testimony. Moreover, as will subsequently appear, the contract between Englander and the Teamsters Local was in effect on February 14, the date when Griffin asserts she spoke to Moore, notwithstanding Sparrowk's claim that he did not sign it until February 15 or 16. Although the union shop provision contains a grace period before employees are required to become members of the Teamsters Local, the existence of the provision contributes plausibility to the testimony of Griffin and Moore concerning their respective con-

versations with Moore. In the light of the factors outlined above, I credit their testimony, and find that Englander interfered with, restrained and coerced employees in the exercise of rights guaranteed them by Section 7, thus violating Section 8 (a) (1), and contributed support to the Teamsters Local, in violation of Section 8 (a) (2), as a result of Moore's statements to Griffin on February 14 that as a condition of employment, she would "first have to get it straightened out with the Teamsters" and that she would have a job at the plant if she joined that organization; as a consequence of Henry's remark to McDonald on February 21 that he "would have to clear through the Teamsters"; and as a result of Moore's statement to McDonald on February 23 that the latter "would have to join the Teamsters," and the remark, "Well, I guess we can't do any business, that will be about it," with which Moore closed the interview with McDonald. The statement with which Moore ended the discussion with McDonald amounted to a denial of employment to the latter, although a job was available for him, because of his refusal to join the Teamsters Local. In addition to the violations of Section 8 (a) (1) and 8 (a) (2), resulting from Moore's statements to McDonald, as a consequence of the denial of employment to the latter, Englander unlawfully discriminated against him in violation of Section 8 (a) (3) of the Act.

Notwithstanding these findings, I am unconvinced by Rober's account of his alleged conversation with the two foremen. Early in his testimony, Rober imputed a statement to Henry on February

13, without any mention of Moore, that he would "have to join with the Teamsters" before he could be employed. At a subsequent point in his testimony, Rober quoted both Henry and Moore as telling him that "there would be a job on the shipping floor but I'd have to clear through the Teamsters." One is left in some doubt by Rober's testimony whether he intended to quote two separate conversations, one with Henry alone, in which the latter allegedly made the statement initially described above, and the other with both foremen, or whether it was the intendment of Rober's testimony that the statement he initially attributed to Henry was made during the alleged conversation with both foremen. In any event, Rober's imputation of a joint statement to both foremen has an artificial flavor, and upon my observation of Rober, I think it quite possible that he coupled Moore's name with that of Henry, in a statement he imputes to both, as an afterthought following the initial description by Rober of what he claims Henry said to him. In short, Rober's testimony lacks sufficient quality to warrant a finding that either Henry or Moore made the statements he imputes to them.

The remaining question is whether Englander and the Teamsters Local had a lawful right to enter into the agreement affecting the Seattle plant. In its brief, the Respondent Company bases its position that the agreement is lawful upon a claim, as the brief puts it, that "the agreement was not entered into until it was signed by Mr. John Sparrowk on behalf of the employer, on or about February 15, 1956, at which time the Teamsters had a

majority of the then employees and prospective employees.¹⁶ One may assume that a majority of the 92 non-supervisory employees on the payroll of the Seattle plant on February 15 had designated the Teamsters Local as their bargaining representative by that date,¹⁷ but that does not of itself establish

¹⁶ The assertion that the contract was "entered into" when Sparrowk signed it is not quite in accord with Sparrowk's testimony that "normally" Englander does not regard a collective bargaining contract as "binding" until it is signed by Korshak, and that Korshak's signature was not on the agreement with the Teamsters Local at the time Sparrowk signed it. As indicated earlier neither Englander nor the Teamsters Local produced any evidence as to the date of execution of the contract by Korshak.

¹⁷ Actually, the evidence does not probatively establish that the Teamsters Local represented a majority of the 92 non-supervisory employees as of February 15. At the hearing, the Teamsters Local offered in evidence approximately 60 signed applications for membership "that resemble" those Sparrowk states he examined on February 13. No evidence as to the authenticity of the signatures was offered, and they were excluded upon objection of the General Counsel. There is in evidence a document (G.C. Exh. 9) containing 90 signatures appended to a statement to the effect that the signatories agree to become members of the Teamsters Local upon entering Englander's employ. This was offered in evidence by the General Counsel and received without objection. Without exploring details of the number of signatures identified in the testimony, it may be noted that only a small proportion of them, far less than half, are authenticated in the evidence. The General Counsel, however, has advanced no claim that the signatures are not authentic.

the legality of the agreement, for there is good reason to conclude that the contract came into existence at some point prior to February 13, at a time when the parties thereto had no right to enter into it, notwithstanding Sparrowk's claim that he signed the agreement on February 15 or 16. A number of factors, set forth below, persuasively support that conclusion.

In that regard, one may first consider the document (G.C. Exh. 9) which Sparrowk asserts Williams submitted to him on February 15 in connection with the Teamsters Local's claim that it represented a majority of the employees at the plant. Each page of the instrument contains a typed paragraph followed by signatures. The document was maintained at the office of the Teamsters Local and submitted by that organization for the signatures of individuals, mainly former Craftmaster employees, who were seeking employment at the plant. The typed paragraph consists of the following:

"We the undersigned former employees of Craftmaster, Inc. do hereby agree to revoke any other Union representation in which I formerly participated as a member and do hereby accept as a new employee of the Englander Company, all working conditions contained in the contract in effect between the International Brotherhood of Teamsters and the Englander Company and do hereby agree to become a member of Warehousemen's Union Local 117 immediately upon going to work for the Englander Company."

There can be no doubt that the document, which is undated, was in existence at least as early as February 13, for various individuals signed it on that date. Significantly, it refers to "the contract in effect between the International Brotherhood of Teamsters and the Englander Company" (emphasis supplied). Thus it appears from the document at least that as of February 13 Englander was a party to an agreement affecting employees at the Seattle plant. To be sure, the quoted language literally refers to the "International Brotherhood of Teamsters," as being the other party to "the contract in effect," but the record, viewed as a whole, points to the conclusion that the contract to which the instrument has reference is the one between Englander and the Teamsters Local. On that score, in the first place, it is well to bear in mind that individuals concerned with union matters often loosely refer to local unions and their parent international organizations in such interchangeable and abbreviated fashion that one must frequently look to the full context of a given statement or situation to determine whether the reference is to a local or its parent. There is ample evidence of this practice in the testimony of some of the witnesses. One may note, incidentally, that the Respondent Union refers to itself in its contract with Englander as the "General Teamsters, Chauffeurs and Helpers Union, Local 117," whereas its name, as evidenced by other portions of the record, including its answer, is actually "International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers

of America, Warehousemen's Local Union No. 117, AFL-CIO." There is no evidence that "International Brotherhood of Teamsters" is the name of any labor organization, but the quoted name is a part of the name of both the Respondent Union and its parent, the Teamsters International. If it be asserted that the relevant language of the document has reference to the Teamsters International, it is well to bear in mind that no claim is advanced in this proceeding either by the Respondent Union or the Respondent Company that there is, or ever has been, a contract applicable to the Seattle plant between Englander and the Teamsters International or, for that matter, between the company and any organization named the "International Brotherhood of Teamsters." The only agreement in evidence, affecting Englander's factory in Seattle, is that between the company and the Teamsters Local, and that contract recognizes the Teamsters Local, and not any organization named the "International Brotherhood of Teamsters," as the "exclusive bargaining agent" of the employees. Second, there is undisputed evidence that Bombardier, a representative of the Teamsters Local, told Testerman on February 10, when he asked her if she wished to come to work on February 13, that "they had a contract" at the plant. I have no doubt that Bombardier's meaning was that his organization, the Teamsters Local, had a contract with Englander affecting the plant. Bombardier's statement supports the conclusion both that the agreement between Englander and the Teamsters Local was in

effect as early as February 10, and that that is the contract to which the document signed by former Craftmaster employees has reference. Third, it will be recalled that Williams was present at the meeting of the Upholsterers Local on February 13 when members of that union were told that a telegram had been received from the president of the Upholsterers International to the effect that the members were "to go to work under the Teamsters' agreement, * * * but still remain members" of the Upholsterers Local. From the context of the description of the meeting, one may safely conclude that Williams said nothing there to negate the existence of "the Teamsters' agreement." The reference to "the Teamsters' agreement" at the meeting, standing alone, has, to be sure, a fragmentary character, but it takes on meaning when viewed in the full context of the record, including the evidence of the document signed by former Craftmaster employees and Bombardier's statement to Testerman on February 10, and the absence of any claim either by Englander or the Teamsters Local that the company has ever had a contract applicable to the Seattle plant other than the one with the Teamsters Local. In short, I am convinced that the document signed by former Craftmaster employees for the Teamsters Local, the statement made by Bombardier, and the summary of the telegram given in Williams' presence at the meeting of the Upholsterers Local, all had reference to the same contract; and that the agreement thus referred to is the one between Englander and the Teamsters Local.

Needless to say, the document maintained by the Teamsters Local, Bombardier's statement to Testerman, and what was said at the meeting of the Upholsterers Local, are not binding upon Englander and cannot be taken as evidence against it. However, as found above, on February 13, during a discussion at the Seattle plant, in reply to a remark by Evans to the effect that Williams was apparently acting as Englander's "personnel manager," Hunt, the factory manager at the Seattle plant, made the statement that "Williams had the right to call these people inasmuch as the Teamsters held an agreement with the Englander Company." This may not be dismissed lightly, notwithstanding Sparrowk's testimony that Hunt has no authority with respect "to matters involving negotiating with labor organizations," and irrespective of Sparrowk's assertion that Hunt's functions for Englander were still limited at the time of the hearing because of his work in "winding up Craftmaster." Whatever temporary limitations there may be on Hunt's work for Englander, one may assume from the fact that he has the title of factory manager that he occupies a position of substantial importance in the supervisory hierarchy at the plant. In that regard, it is well to bear in mind, also, that he was the only supervisor, in addition to Sparrowk, present during the discussion with the union representatives on February 13.

Hunt's statement takes on substantial importance as a guide to decision when viewed in the light of the whole record. A singular silence pervades the evidence as to the origin of the agreement. One

would assume that the signatories to a contract would be the individuals who are best in a position to know the facts of its origin. Yet Sparrowk, despite his position with Englander and the authority vested in him by the company, testified that he "doesn't know of any negotiation" of the contract"; and none of the other signatories were produced as witnesses either by the Teamsters Local or Englander. Substantially all that appears in the record on the subject of the origin of the agreement is hearsay testimony by Sparrowk, in which the latter quotes Chester Pink as telling him on the telephone from Chicago on February 6 that a contract signed by Dillon and Williams, "applying to the Seattle plant" was in Englander's Chicago office, and that it had been "sent or given to someone" there. Pink, it may be noted, was also not produced as a witness. In sum, there is no evidence that the contract was ever the subject of collective bargaining negotiations, at least in the accepted sense of participation in bargaining meetings and a discussion of contract terms.

The absence of such evidence; the unexplained failure of either of the Respondents to call Dillon, Korshak, Williams or Pink; the fact that the contract is little more than a duplicate of the one affecting the Los Angeles plant, even to the extent of bearing a date, October 1, 1955, some months prior to Englander's lease of the Seattle factory; Sparrowk's statements to Truman on January 26 that Englander has a "master agreement" of "nation-wide" scope with the Teamsters Interna-

tional, that he (Sparrowk) "was bound by the master agreement," that he did not wish to jeopardize "good working relations" in other Englander "plants covered by the Teamsters' agreements" by "signing this plant to another organization," and that he felt that if he did so, Englander "would be subject to reprisals by Teamsters in other locations"; and Sparrowk's refusal on February 3 to consent to an election because of the "master agreement", all point to the conclusion that the execution of the contract between the Teamsters Local and Englander was a mere formality, pursuant to some prior understanding between the company and the Teamsters International, and without regard to the question whether the Teamsters Local actually represented a majority of the employees at the Seattle plant. In the light of the factors enumerated above, I attach more weight to Hunt's spontaneous statement, made in a setting of dispute and controversy, than to Sparrowk's self-serving description of his alleged telephone conversation with Pink, of the claimed examination of the membership applications and the document signed by the employees, and of the date of his execution of the contract.

In sum, viewing the evidence as a whole, I find that the agreement under consideration was entered into at some point prior to Hunt's statement on February 13, and that it was in effect on that date.

As of February 13, Englander had only 14 non-supervisory employees on its payroll at the Seattle plant; there had as yet been little or no production

at the factory; the company contemplated a substantial expansion of its complement of employees; and the number then employed was but a small fraction of the anticipated work force. Bearing these circumstances in mind, it is immaterial that Sparrowk was "convinced" on February 13, as he claims, that the Teamsters Local represented a "majority of the labor pool that we were interested in" (plainly, from the context of the record, consisting for the greater part of individuals not yet in Englander's employ on February 13), or that the Teamsters Local on that date actually represented a majority of the relatively few individuals then employed. The decisive fact is that the contract was entered into and was in effect at a time when the number of individuals employed by Englander was far less than the number it anticipated hiring for its production needs. The Board has repeatedly held that a collective bargaining agreement between an employer and a union as the representative of the employees in a bargaining unit is ineffective if the agreement is made at a time when the number of employees is not representative of the employer's anticipated work force.¹⁸ In such circumstances, recognition of the union as the exclusive bargaining

¹⁸ *Daniel Hamm Drayage Co.*, 84 NLRB 458, enforced 185 F. 2d 1020 (C.A. 5); *Guy F. Atkinson*, 90 NLRB 143, enforcement denied on other grounds, 195 F. 2d 141 (C.A. 9) (The Court approved the principle set forth above); and *The Englander Company, Inc.*, 114 NLRB No. 160 (involving another plant of the Respondent Company).

representative of the employees in the unit constitutes unlawful assistance to the union.¹⁹

Applying these principles, and bearing in mind that the agreement was entered into at some point prior to February 13, I find that the contract is ineffective; and that by entering into and maintaining it Englander has contributed, and is contributing, support to the Teamsters Local in violation of Section 8 (a) (2) of the Act, and has thereby interfered with, restrained and coerced employees, and is interfering, restraining and coercing them, in the exercise of rights guaranteed them by Section 7 of the Act, thus violating Section 8 (a) (1) of the statute.

By the terms of Section 8 (a) (3) of the Act, a union shop provision such as that contained in the contract can be valid only if the labor organization involved was not "established, maintained or assisted by any action defined in Section (a) of this Act as an unfair labor practice" and "if such labor organization is the representative of the employees as provided in Section 9 (a) in the appropriate collective bargaining unit covered by such agreement when made." For the reasons stated above, the union shop provision in the agreement under consideration here does not meet the requirements of the statute and is invalid. Thus I find that by agreeing to the provision and maintaining it, Englander has discriminated, and is discriminating, in regard to the hire and tenure of employment of employees,

¹⁹ The Englander Company, Inc., *supra*.

in violation of Section 8 (a) (3), has contributed, and is contributing, support to the Teamsters Local, thereby violating Section 8 (a) (2), and has interfered with, restrained and coerced employees, and is interfering with, restraining and coercing them, in the exercise of rights guaranteed them by Section 7, thus violating Section 8 (a) (1); and that by agreeing to the union shop provision and maintaining it, the Teamsters Local has attempted, and is attempting, to cause Englander to discriminate against employees in violation of Section 8 (a) (3), thus violating Section 8 (b) (2) of the Act, and has restrained and coerced employees, and is restraining and coercing them, in the exercise of rights guaranteed them by Section 7, thereby violating Section 8 (b) (1) (A) of the said Act.²⁰

IV. The effect of the unfair labor practices upon commerce.

The respective activities of the Respondent Company and the Respondent Union set forth in Section III, above, occurring in connection with the operations of the Respondent Company described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several states and tend to lead to labor

²⁰ Among other cases, see *The Englander Company, Inc.*, *supra*; *The Great Atlantic & Pacific Tea Company*, 81 NLRB 1052; and *Acme Mattress Company*, 91 NLRB 1010, enforced 192 F. 2d 524 (C.A. 7).

disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy.

It has been found that the Respondent Company has engaged in unfair labor practices violative of Sections 8 (a) (1), 8 (a) (2), and 8 (a) (3) of the Act, and that the Respondent Union has engaged in unfair labor practices in violation of Sections 8 (b) (1) (A) and 8 (b) (2) of the said statute. In view of the findings, I shall recommend that each of the said Respondents cease and desist from its unfair labor practices and take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent Company denied employment to Robert A. McDonald on February 23, 1956, and that its conduct in that regard violated Section 8 (a) (3) of the Act, I shall recommend that it offer the said Robert A. McDonald immediate employment in the position in which he would have been employed, but for the discrimination against him, or in a substantially equivalent position, without prejudice to his seniority and other rights and privileges, and that the Respondent Company make the said Robert A. McDonald whole for any loss of pay he may have suffered by reason of the discrimination against him, by payment to him of a sum of money equal to the amount of wages he would have earned, but for the said discrimination, between February 23, 1956, and the date of a proper offer of employment to him as aforesaid. Loss of pay shall be computed on the

basis of each separate calendar quarter or portion thereof during the period from the date of the denial of employment, as found above, to the date of a proper offer of employment. The quarterly periods shall begin with the respective first days of January, April, July, and October. Loss of pay shall be determined by deducting from a sum of money equal to that which Robert A. McDonald normally would have earned, but for the discrimination, in each such quarter or portion thereof, his net earnings,²¹ if any, in any other employment during that period. Earnings in one quarter shall have no effect upon the back pay liability for any other quarter. The Respondent Company will be required to preserve and make available to the Board or its agents, upon request, for examination and copying, all payroll records, social security records, timecards, personnel records and reports, and all other records necessary to analyze and determine the amount of back pay due and his right of employment under the terms of the order recommended below.

On the basis of the foregoing findings of fact, and of the entire record in this proceeding, I make the following:

Conclusions of Law

1. The Englander Company, Inc. is an employer within the meaning of Section 2 (2) of the Act.
2. Upholsterers International Union of North

²¹ See *Crossett Lumber Company*, 8 NLRB 440, for the applicable construction of "net earnings."

America, AFL-CIO; Local 5 of Upholsterers International Union of North America, AFL-CIO; Washington-Oregon District Council of Furniture Workers, AFL-CIO; International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO; and Local Union 3197, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, are labor organizations within the meaning of Section 2 (5) of the Act.

3. By interfering with, restraining and coercing employees, as found above, in the exercise of rights guaranteed them by Section 7 of the Act, the Respondent Company has engaged, and is engaging, in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

4. By contributing support to the Respondent Union, as found above, the Respondent Company has engaged, and is engaging, in unfair labor practices within the meaning of Section 8 (a) (2) of the Act.

5. By discriminating in regard to the hire of Robert A. McDonald, as found above, thereby encouraging membership in the Respondent Union and discouraging membership in other labor organizations, the Respondent Company has engaged, and is engaging, in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

6. By agreeing to and maintaining the terms of the union shop provision of its agreement with the Respondent Union, as found above, the Respondent Company has discriminated, and is discriminating,

in regard to the hire and tenure of employment of employees, thereby encouraging membership in the Respondent Union and discouraging membership in other labor organizations, and has engaged, and is engaging, in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.

7. By restraining and coercing employees in the exercise of rights guaranteed them by Section 7 of the Act, as found above, the Respondent Union has engaged, and is engaging, in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

8. By agreeing to and maintaining the terms of the said union shop provision, as found above, the Respondent Union is attempting, and has attempted, to cause the Respondent Company to discriminate against employees in violation of Section 8 (a) (3) of the Act, and has thus engaged, and is engaging, in unfair labor practices within the meaning of Section 8 (b) (2) of the Act.

9. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Sections 2 (6) and 2 (7) of the Act.

Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in this proceeding, I recommend that:

1. The Englander Company, Inc., its officers, agents, successors, and assigns, shall:

(1) Cease and desist from:

(a) Contributing support to International Broth-

erhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization;

(b) Giving effect to its contract with the Respondent Union, which agreement refers to that labor organization as the General Teamsters, Chauffeurs and Helpers Union, Local 117, or to any modification, extension or renewal of the said agreement;

(c) Recognizing International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, as the exclusive representative of a bargaining unit of its employees at its Seattle, Washington, plant, for the purposes of collective bargaining, unless and until the said Respondent Union is duly authorized, in conformity with law, to act as the exclusive bargaining representative of the employees in such unit;

(d) Discouraging or encouraging membership by any of its employees or applicants for employment in any labor organization by discriminating in any manner in regard to the hire, tenure of employment, or any term or condition of employment of employees;

(e) Entering into, maintaining, renewing, applying, or enforcing any agreement which requires employees or applicants for employment to be members of, join, or maintain membership in, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Ware-

housemen's Local Union No. 117, AFL-CIO, or any other labor organization, unless such agreement conforms with the requirements of Section 8 (a) (3) of the Act;

(f) Making any statement to, or otherwise informing, any employee or applicant for employment that employment by it is conditioned upon approval or clearance by the said Respondent Union, or any other labor organization;

(g) In any other manner interfering with, restraining or coercing its employees in the exercise of the right to self-organization; to form, join or assist labor organizations; to join or assist Upholsterers International Union of North America, AFL-CIO, Local 5 of Upholsterers International Union of North America, AFL-CIO, Washington-Oregon District Council of Furniture Workers, AFL-CIO, or Local Union 3197, United Brotherhood of Carpenters and Joiners of America, AFL-CIO; to bargain collectively through representatives of their own choosing; to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities; except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

(2) Take the following affirmative action, which I find will effectuate the policies of the Act:

(a) Withdraw recognition from the Respondent

Union, whether known by the name of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or by the name of General Teamsters, Chauffeurs and Helpers Union, Local 117, or by any other name, as the representative of any employees for the purposes of collective bargaining;

(b) Offer to Robert A. McDonald, as set forth in Section V, above, entitled "The remedy", immediate employment in the position he would have held, but for the discrimination against him, or in a substantially equivalent position, without prejudice to his seniority and other rights and privileges, and make him whole in the manner prescribed in the said section;

(c) Post at its plant in Seattle, Washington, copies of the notice attached hereto and marked Appendix A. Copies of such notice, to be furnished by the Regional Director for the Nineteenth Region of the National Labor Relations Board, shall, after being duly signed by the Respondent Company's representative, be posted by the said Respondent Company immediately upon receipt thereof and be maintained by it for 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the said Respondent Company to insure that said notices are not altered, defaced, or covered by any other material;

(d) Notify the said Regional Director in writing

within 20 days from the receipt of this Intermediate Report and Recommended Order what steps the Respondent Company has taken to comply therewith.

2. International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, its officers, agents, successors and assigns, shall:

(1) Cease and desist from:

(a) Giving effect to its contract with The Englander Company, Inc., which contract refers to it as the General Teamsters, Chauffeurs and Helpers Union, Local 117, or to any modification, extension or renewal of the said agreement;

(b) Entering into, maintaining, renewing, applying, or enforcing any agreement which requires employees or applicants for employment to be members of, join, or maintain their membership in, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization, unless such agreement conforms with the requirements of Section 8 (a)

(3), of the Act;

(c) Attempting to cause The Englander Company, Inc., or any other employer, to discriminate against any employees or applicants for employment in violation of Section 8 (a) (3) of the Act;

(d) In any other manner restraining or coercing

employees or applicants for employment in the exercise of the right to self-organization; to form, join, or assist labor organizations; to join or assist Upholsterers International Union of North America, AFL-CIO, Local 5 of Upholsterers International Union of North America, AFL-CIO, Washington-Oregon District Council of Furniture Workers, AFL-CIO, or Local Union 3197, United Brotherhood of Carpenters and Joiners of America, AFL-CIO; to bargain collectively through representatives of their own choosing; to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities; except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

(2) Take the following affirmative action, which I find will effectuate the policies of the Act:

(a) Post in conspicuous places, including places where notices to members are customarily posted, at its usual membership meeting place, copies of the notice attached hereto and marked Appendix B. Copies of said notice, to be furnished by the Regional Director for the Nineteenth Region of the National Labor Relations Board, shall, after being duly signed by an official representative of the Respondent Union, be posted by it immediately upon receipt thereof and maintained by it for a period of 60 consecutive days thereafter. Reasonable steps

shall be taken by the Respondent Union to insure that said notices are not altered, defaced, or covered by any other material;

(b) Forthwith mail copies of the said notice marked Appendix B to the Regional Director for the Nineteenth Region of the Board, after such copies have been signed as provided in Paragraph 2 (2) (a) of these recommendations, for posting by The Englander Company, Inc., if it so agrees, at the places where it is required to post copies of the notice marked Appendix A, as recommended above;

(c) Notifying the Regional Director for the Nineteenth Region of the Board, in writing, within 20 days from the date of receipt of this Intermediate Report and Recommended Order, what steps the Respondent Union has taken to comply with the foregoing recommendations applicable to it.

It is further recommended that unless on or before 20 days from the receipt of this Intermediate Report and Recommended Order, the respective Respondents notify the said Regional Director in writing that they will comply with the foregoing recommendations respectively applicable to them, the National Labor Relations Board issue an order requiring the said Respondents to take the actions respectively required of them above.

Dated this 16th day of October 1956.

/s/ HERMAN MARX,
Trial Examiner.

APPENDIX A

Notice to All Employees: Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will Not contribute support to International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization.

We Will Not give effect to our contract with the said International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or to any modification, extension or renewal of the said agreement.

We Will withdraw recognition from International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, as the representative of any of our employees for the purposes of collective bargaining.

We Will Not discourage or encourage membership by any of our employees or applicants for employment in any labor organization by discriminating in any manner in regard to the hire, tenure of employment, or any other term or condition of employment of employees.

We Will Not enter into, maintain, renew, apply, or enforce any agreement which requires employees

or applicants for employment to be members of, join, or maintain membership in, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization, unless such agreement conforms with the requirements of Section 8 (a) (3) of the National Labor Relations Act.

We Will Not make any statement to, or otherwise inform, any employee or applicant for employment that employment by us is conditioned upon approval or clearance by International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization.

We Will Not in any other manner interfere with, restrain or coerce our employees in the exercise of the right to self-organization; to form, join or assist labor organizations; to join or assist Upholsterers International Union of North America, AFL-CIO, Local 5 of Upholsterers International Union of North America, AFL-CIO, Washington-Oregon District Council of Furniture Workers, AFL-CIO, or Local Union 3197, United Brotherhood of Carpenters and Joiners of America, AFL-CIO; to bargain collectively through representatives of their own choosing; to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities; except to the extent that such right may be affected by an agreement

requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

We Will offer Robert A. McDonald immediate employment in the position in which he would have been employed, but for our discrimination against him, or in a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he has suffered as a result of our discrimination against him.

THE ENGLANDER COMPANY,
INC.,
(Employer)

Dated.....

By.....
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

APPENDIX B

Notice to All Members of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, and to Employees of The Englander Company, Inc. Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies

of the National Labor Relations Act, we hereby give notice that:

We Will cease giving effect to our contract with The Englander Company, Inc., or to any modification, extension or renewal of the said agreement.

We Will Not enter into, maintain, renew, apply, or enforce any agreement which requires employees or applicants for employment to be members of, join, or maintain their membership in, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, unless such agreement conforms with the requirements of Section 8 (a) (3) of the National Labor Relations Act.

We Will Not attempt to cause The Englander Company, Inc., or any other employer, to discriminate against any employees or applicants for employment in violation of Section 8 (a) (3) of the National Labor Relations Act.

We Will Not in any other manner restrain or coerce employees or applicants for employment in the exercise of the right to self-organization; to form, join, or assist labor organizations; to join or assist Upholsterers International Union of North America, AFL-CIO, Local 5 of Upholsterers International Union of North America, AFL-CIO, Washington-Oregon District Council of Furniture Workers, AFL-CIO, or Local Union 3197, United Brotherhood of Carpenters and Joiners of America, AFL-CIO; to bargain collectively through rep-

representatives of their own choosing; to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities; except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO,

(Labor Organization)

Dated.....

By.....
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

[Title of Board and Causes.]

EXCEPTIONS OF RESPONDENT THE ENGLANDER COMPANY, INC. TO INTERMEDIATE REPORT AND RECOMMENDED ORDER OF EXAMINER HERMAN MARX

Respondent The Englander Company, Inc., excepts:

I.

To the Several Findings:

A. That any contract or working agreement existed between this Respondent and the Teamsters Union prior to February 15, 1956. (TXR 8, L 55 - TXR 9, L 58; TXR 10, LL 1 - 58; TXR 16, L 29, et seq.; TXR 18, L 10, et seq.; TXR 20, L 5, et seq.; TXR 22, L 32, et seq.)

B. That this Respondent had, or notified anyone that it had, a "master agreement" with the Teamster's Union which covered the Seattle plant (TXR 7, L 17, et seq.; TXR 13, L 47, et seq.; TXR 13, L 56 - TXR 14, L 1; TXR 22, L 38, et seq.)

C. That Sparrowk's real motivation for "referring" job applicants to the Teamster's Local was the "master agreement" with the Teamster's International. (TXR 13, L 45, et seq.)

D. That this Respondent's conduct in "referring" job applicants to the Teamster's Union constituted unlawful support in violation of Section 8 (a) (2), and unlawful interference in violation of Section 8 (a) (1), (TXR 17, L 8, et seq.; TXR 18, L 10, et seq.).

E. That at all times material since the dates of their respective employment, Henry, Hunt and Moore have been supervisors within the meaning of the Act (TXR 5, LL 20 - 36).

F. That this Respondent entered into an unlawful contract and at a time when the number of individuals employed was far less than the number it

anticipated hiring for its production needs. (TXR 23, L 10, et seq.)

G. That this Respondent, by entering into the contract, has been contributing and is contributing to the support of the Teamsters in violation of Section 8 (a) (2), and has interfered with and restrained and coerced employees, and is interfering, restraining and coercing employees in violation of Section 8 (a) (1). (TXR 23, L 22, et seq.)

H. That the Union Shop provision of the contract is invalid and by agreeing to it this Respondent has been violating and is violating Section 8 (a) (1), 8 (a) (2) and 8 (a) (3). (TXR 23, L 33, et seq.)

I. That this Respondent, through Moore and Henry, made unlawful statements to Griffin and McDonald in violation of Section 8 (a) (1), and contributed support to the Teamster's Union in violation of Section 8 (a) (2). (TXR 18, L 22—TXR 19, L 28.)

J. That this Respondent unlawfully denied employment to McDonald, in violation of Section 8 (a) (3) of the Act. (TXR 18, L 22—TXR 19, L 28.)

II.

To the Ruling by the Trial Examiner permitting the General Counsel to amend, at the start of the hearing, the complaint so as to include the charge concerning Robert A. McDonald (R 7-10), and to the admission of any evidence pertaining thereto. (R 356-364.)

III.

To the portion designated "The Remedy" (TXR 24, LL 16-51).

IV.

To the following Conclusions of Law:

A. Conclusion Number 3, that by interfering with, restraining and coercing employees this Respondent has engaged and is engaging in unfair labor practices within the meaning of Section 8 (a) (1). (TXR 25, LL 17-21.)

B. Conclusion Number 4, that by contributing support to Respondent Union, this Respondent has engaged and is engaging in unfair labor practices within the meaning of Section 8 (a) (2) of the Act. (TXR 25, LL 22-25.)

C. Conclusion Number 5, that by discriminating in regard to the hire of McDonald, thereby encouraging membership in Respondent Union and discouraging membership in other labor organizations, this Respondent has engaged, and is engaging in, unfair labor practices within the meaning of Section 8 (a) (3) of the Act. (TXR 25, LL 27-31.)

D. Conclusion Number 6, that by agreeing to and maintaining the terms of the Union Shop provision this Respondent has discriminated and is discriminating in regard to the hire and tenure of employment of employees, thereby encouraging membership in Respondent Union and discouraging membership in other labor organizations, and has engaged and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act. (TXR 25, LL 32-32.)

V.

To the Recommended Order as made applicable to this Respondent (TXR 26, L 1—TXR, 27, L 21, and App. A).

VI.

To the Failure of the examiner to:

a. Find and conclude that this Respondent has not violated the provisions of Section 8 (a) (1), 8 (a) (2), and 8 (a) (3) of the Act.

b. Recommend that the complaint be dismissed in its entirety as to this Respondent.

Respectfully submitted.

WALSH AND MARGOLIS,

Attorneys for Respondent.

The Englander Company. Inc.

[Title of Board and Causes.]

EXCEPTIONS OF RESPONDENT UNION.
LOCAL 117. TO TRIAL EXAMINER'S IN-
TERMEDIATE REPORT AND RECOM-
MENDED ORDER

Respondent Union excepts to the following findings of fact and conclusions of law:

1. To the finding that, sometime before February 15, when the Union represented a proper majority of the employees and when the contract between the Company and the Union was formally executed, the Union and the Company had given effect to that contract. (Page 20, lines 4, 5 & 6; page 22,

III.

To the portion designated "The Remedy" (TXR 24, LL 16-51).

IV.

To the following Conclusions of Law:

A. Conclusion Number 3, that by interfering with, restraining and coercing employees this Respondent has engaged and is engaging in unfair labor practices within the meaning of Section 8 (a) (1). (TXR 25, LL 17-21.)

B. Conclusion Number 4, that by contributing support to Respondent Union, this Respondent has engaged and is engaging in unfair labor practices within the meaning of Section 8 (a) (2) of the Act. (TXR 25, LL 23-25.)

C. Conclusion Number 5, that by discriminating in regard to the hire of McDonald, thereby encouraging membership in Respondent Union and discouraging membership in other labor organizations, this Respondent has engaged, and is engaging in, unfair labor practices within the meaning of Section 8 (a) (3) of the Act. (TXR 25, LL 27-31.)

D. Conclusion Number 6, that by agreeing to and maintaining the terms of the Union Shop provision this Respondent has discriminated and is discriminating in regard to the hire and tenure of employment of employees, thereby encouraging membership in Respondent Union and discouraging membership in other labor organizations, and has engaged and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act. (TXR 25, LL, 32-39.)

V.

To the Recommended Order as made applicable to this Respondent (TXR 26, L 1—TXR, 27, L 21, and App. A).

VI.

To the Failure of the examiner to:

a. Find and conclude that this Respondent has not violated the provisions of Section 8 (a) (1), 8 (a) (2), and 8 (a) (3) of the Act.

b. Recommend that the complaint be dismissed in its entirety as to this Respondent.

Respectfully submitted,

WALSH AND MARGOLIS,

Attorneys for Respondent,

The Englander Company, Inc.

[Title of Board and Causes.]

EXCEPTIONS OF RESPONDENT UNION,
LOCAL 117, TO TRIAL EXAMINER'S IN-
TERMEDIATE REPORT AND RECOM-
MENDED ORDER

Respondent Union excepts to the following findings of fact and conclusions of law:

1. To the finding that, sometime before February 15, when the Union represented a proper majority of the employees and when the contract between the Company and the Union was formally executed, the Union and the Company had given effect to that contract. (Page 20, lines 4, 5 & 6; page 22,

lines 33 through 50 and lines 57, 58 & 59; page 23, lines 7 through 14.)

2. To the various findings that (1) a sheet of paper which some new members of Respondent Union signed at the Union Hall, (2) a phone call made by a Union agent and (3) a telegram read at a meeting of another union, taken individually and collectively, prove that, as far as the Union is concerned, the contract in question was in effect before February 15. (Page 20, lines 36, 37 & 38 and lines 40, 41 & 42; page 21, lines 14 through 19, lines 23 through 28, and lines 40 through 52.)

3. To the finding on Page 22 that "In sum, there is no evidence that the contract was ever the subject of collective bargaining negotiations, at least in the accepted sense of participation in bargaining meetings and a discussion of contract terms." (Lines 27, 28, 29 & 30.)

4. To the finding on Page 23 that a union shop provision "such as that contained in the contract" is invalid unless certain conditions prescribed in the statute are met and that "the union shop provision in the agreement under consideration here does not meet the requirements of the statute and is invalid." (Lines 33 through 42.)

5. To the finding on Page 23 that "by agreeing to the union shop provision and maintaining it, the Teamsters Local has attempted, and is attempting, to cause Englander to discriminate against employees in violation of Section 8 (a) (3), thus violating Section 8 (b) (2) of the Act, and has restrained and coerced employees, and is restraining

and coercing them, in the exercise of rights guaranteed them by Section 7, thereby violating Section 8 (b) (1) (A) of the said Act.” (Lines 49 through 53 and lines 1 and 2 on Page 24.)

6. To conclusion of law No. 7—“By restraining and coercing employees in the exercise of rights guaranteed them by Section 7 of the Act, as found above, the Respondent Union has engaged, and is engaging, in unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.” (Page 25, lines 41, 42, 43 & 44.)

7. To conclusion of law No. 8—“By agreeing to and maintaining the terms of the said union shop provision, as found above, the Respondent Union is attempting, and has attempted, to cause the Respondent Company to discriminate against employees in violation of Section 8 (a) (3) of the Act, and has thus engaged, and is engaging in, unfair labor practices within the meaning of Section 8 (b) (2) of the Act.” (Page 25, lines 46 through 52.)

Respondent Union also excepts,

8. To the entire recommended order of the Trial Examiner, insofar as it affects Respondent Union, and to the recommended “Notice” for posting by Respondent Union (Pages 27 & 28, and Appendix B.)

Respectfully submitted,

/s/ RICHARD P. DONALDSON for
BASSETT, GEISNESS &
VANCE,
Attorneys for Respondent
Union, Local 117.

United States of America

Before the National Labor Relations Board

Case No. 19-CA-1306—The Englander Company, Inc. and Upholsterers International Union of North America, AFL-CIO, and Local 5 of Upholsterers International Union of North America, AFL-CIO and Case No. 19-CA-1307—Washington-Oregon District Council of Furniture Workers, AFL-CIO.

Case No. 19-CB-416—International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO and Washington-Oregon District Council of Furniture Workers, AFL-CIO.

DECISION AND ORDER

On October 16, 1956, Trial Examiner Herman Marx issued his Intermediate Report in the above-entitled proceeding finding that the Respondents had engaged in and were engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondents filed exceptions to the Intermediate Report and briefs in support of their exceptions.

The Board ¹ has reviewed the rulings of the Trial

¹ Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel.

Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.² The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in this case and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner with the following additions:

1. We agree with the Trial Examiner that the Respondent Employer violated Section 8 (a) (2) and (1) of the Act by:

(a) Vice-president Sparrowk's referring of job applicants to the Respondent Union on January 11, 1956, for the purpose of discussing membership in that organization and, as part of such referral, furnishing some applicants with the address of the Respondent Union.

(b) Foreman Moore's statement to Griffin on February 14, 1956, that the latter would "first have to get it straightened out with the Teamsters" [Respondent Union] as a condition of employment and

² The Respondent Employer contends that it was prejudiced by the Trial Examiner's ruling permitting the General Counsel to amend the complaint to include an allegation respecting the discriminatory refusal to employ Robert A. McDonald.

The Trial Examiner gave the Employer an opportunity to apply for additional time to prepare its case against the McDonald allegation. The Employer did not do so. All of the issues were fully litigated at the hearing. In these circumstances we find no error in the Trial Examiner's ruling. Premium Worsted Co., 85 NLRB 985, enforced 183 F. 2d 258 (C.A. 4).

that she would have a job if she joined the Respondent Union.

(c) Foreman Henry's remark to McDonald on February 21, that the latter would have to clear through the Respondent Union as a precondition to receiving a job.

(d) Foreman Moore's statement to McDonald on February 23, that the latter would have to join the Respondent Union if he wanted a job with the Respondent Employer and when McDonald refused, Moore's saying, "Well, I guess we can't do any business."

2. We also agree with the Trial Examiner that the Respondent Employer and the Respondent Union entered into a collective bargaining contract at a time when the number of employees at work was not representative of the Respondent Employer's anticipated work force. By such conduct, the Respondent Employer rendered further unlawful assistance to the Respondent Union in violation of Section 8 (a) (2) and (1) of the Act.

The contract also contained a union security clause which was operative. By agreeing to and maintaining such a clause with an unlawfully assisted union, the Respondent Employer violated Section 8 (a) (3) and (1) and the Respondent Union violated Section 8 (b) (2) and (1) (A) of the Act.

Our finding that the respondents entered into a collective bargaining contract prior to February 14, 1956, which was before a representative number of employees had been employed, rests on the following evidence:

(a) In the autumn of 1955 and again on January 9, 1956, Dillon, a representative of the Western Conference of Teamsters, told the Respondent Employer's vice president Sparrowk that the Teamsters expected to have the Seattle operation under contract, the same as elsewhere in the country.

(b) At a plant meeting on February 13, 1956, that included representatives of the charging union, the Respondent Employer and the Respondent Union, Evans, a representative of the Furniture Workers remarked that Teamsters' representative Williams was apparently acting as the Respondent Employer's "personnel manager." Factory manager Hunt replied that Williams had the right to ask job applicants to come to the plant inasmuch as the Teamsters held an agreement with the Respondent Employer.

(c) Vice president Sparrowk testified that, on February 6, 1956, vice president Pink telephoned him from the Employer's Chicago, Illinois, headquarters, to say that a contract signed by representatives of the Respondent Union was in the office.

(d) On January 26, 1956, Sparrowk told Truman, a representative of the Brotherhood of Carpenters, that the Respondent Employer had a "master agreement" of nation-wide scope with the Teamsters International, that he did not want to jeopardize good working relations with the Teamsters by signing a contract for the Seattle plant with another union, and that he feared reprisals if he did so. Also, on February 3, Sparrowk refused Truman's request for a consent representation election to be

conducted by the Board because of a "master agreement" with the Teamsters.

(e) On February 10, 1956, Bombadier, a representative of the Respondent Union, telephoned applicant Testerman to ask her if she wished to go to work. Bombadier told Testerman that "they had a contract at the plant."

(f) As early as February 13, 1956, applicants for employment appeared at the Respondent Union's office and were asked to sign a document which recited that the signatory agreed to accept "all working conditions contained in the contract in effect between the International Brotherhood of Teamsters and the Englander Company * * *"

(g) The absence of any evidence of contract negotiations between the Respondent Employer and the Respondent Union together with the fact that the contract in evidence is little more than a duplicate of the one covering the Respondent Employer's Los Angeles plant, even to the extent of bearing execution date, October 1, 1955, and effective date, December 1, 1955—dates prior to the acquisition of the Seattle factory.

3. Finally, we agree with the Trial Examiner, for the reasons stated in the Intermediate Report, that the Respondent discriminatorily refused employment to Robert A. McDonald in violation of Section 8 (a) (3) and (1) of the Act.

Order

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations

Act, the National Labor Relations Board hereby orders that:

1. The Respondent, The Englander Company, Inc., Seattle, Washington, its officers, agents, successors, and assigns, shall:

(a) Cease and desist from:

(1) Contributing support to International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or to any other labor organization;

(2) Giving effect to its contract with the Respondent Union, (which agreement refers to that labor organization as the General Teamsters, Chauffeurs and Helpers Union, Local 117) or to any modification, extension or renewal of the said agreement, unless and until the Respondent Union shall have been certified by the National Labor Relations Board as the exclusive bargaining representative of its employees at the Seattle, Washington, plant, and then only if the agreement otherwise conforms to the provisions of the National Labor Relations Act.

(3) Recognizing International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, as the exclusive representative of a bargaining unit of its employees at its Seattle, Washington, plant, for the purposes of collective bargaining, unless and until the said Respondent Union shall have been certified by the National Labor Relations Board as the exclusive bargaining representative of the employees in such unit;

(4) Encouraging or discouraging membership in any labor organization by discriminating in any manner in regard to the hire or tenure of employment, or any term or condition of employment of employees;

(5) Entering into, maintaining, renewing, applying, or enforcing any agreement which requires employees or applicants for employment to be members of, join, or maintain membership in, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization, unless such agreement conforms with the requirements of Section 8 (a) (3) of the Act;

(6) Making any statement to, or otherwise informing, any employee or applicant for employment that employment by it is conditioned upon approval or clearance by the said Respondent Union, or any other labor organization;

(7) In any other manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed by Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

(b) Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(1) Withdraw and withhold all recognition from the Respondent Union, whether known by the name

of International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or by the name of General Teamsters, Chauffeurs and Helpers Union, Local 117, or by any other name, as the exclusive bargaining representative of its employees at the Seattle, Washington, plant, unless and until the said labor organization shall have been certified as such representative by the National Labor Relations Board;

(2) Offer to Robert A. McDonald, as set forth in the section of the Intermediate Report entitled "The Remedy," immediate employment in the position he would have held, but for the discrimination against him, or in a substantially equivalent position, without prejudice to his seniority and other rights and privileges, and make him whole in the manner prescribed in the said section;

(3) Post at its plant in Seattle, Washington, copies of the notice attached hereto and marked "Appendix A."³ Copies of such notice, shall, after being duly signed by the Respondent Employer's representative, be posted by the said Respondent Employer immediately upon receipt thereof and be maintained by it for 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Rea-

³ In the event that this Order is enforced by a decree by the United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing An Order."

sonable steps shall be taken by the said Respondent Employer to insure that said notices are not altered, defaced, or covered by any other material;

(4) Notify the said Regional Director in writing, within ten (10) days from the date of this Order what steps it has taken to comply herewith.

2. The Respondent, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, its officers, agents, successors and assigns, shall:

(a) Cease and desist from:

(1) Giving effect to its contract with The Englander Company, Inc., (which contract refers to it as the General Teamsters, Chauffeurs and Helpers Union, Local 117) or to any modification, extension or renewal of the said agreement, unless and until the Respondent Union shall have been certified by the National Labor Relations Board as the exclusive bargaining agent of Englander's Seattle, Washington, employees in an appropriate unit, and then only if the agreement to be given effect conforms to the provisions of the National Labor Relations Act;

(2) Entering into, maintaining, renewing, applying or enforcing any agreement which requires employees or applicants for employment to be members of, join, or maintain their membership in, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization, unless such agreement con-

forms with the requirements of Section 8 (a) (3) of the Act;

(3) Causing or attempting to cause The Englander Company, Inc., to discriminate against any employees or applicants for employment in violation of Section 8 (a) (3) of the Act;

(4) In any other manner restraining or coercing employees or applicants for employment in the exercise of the rights guaranteed in Section 7 of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

(b) Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(1) Post in conspicuous places, including places where notices to members are customarily posted, at its usual membership meeting place, copies of the notice attached hereto and marked "Appendix B."⁴ Copies of said notice, to be furnished by the Regional Director for the Nineteenth Region shall, after being duly signed by an official representative of the Respondent Union, be posted by it immediately upon receipt thereof and maintained by it for a period of 60 consecutive days thereafter. Reasonable steps shall be taken by the Respondent Union to insure that said notices are not altered, defaced, or covered by any other material;

(2) Forthwith mail signed copies of the said notice marked "Appendix B" to the Regional Direc-

⁴ See footnote 3, *supra*.

tor for the Nineteenth Region for posting by The Englander Company, Inc., if it so agrees, at the places where it is required to post copies of the Notice marked "Appendix A."

(3) Notify the Regional Director for the Nineteenth Region of the Board, in writing, within ten (10) days from the date of this Order, of the steps it has taken to comply herewith.

Dated, Washington, D. C., July 17, 1957.

BOYD LEEDOM, Chairman
PHILIP RAY RODGERS, Member
STEPHEN S. BEAN, Member

[Seal] National Labor Relations Board.

APPENDIX A

Notice to All Employees Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will Not contribute support to International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization.

We Will Not give effect to our contract with the said International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or to any modification, extension or renewal of the said agreement, unless and until said labor organization shall have been certified by the Na-

tional Labor Relations Board as the exclusive bargaining representative of our employees.

We Will withdraw and withhold recognition from International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, as the representative of employees in our Seattle, Washington, plant for the purposes of collective bargaining unless and until said labor organization shall have been certified by the National Labor Relations Board as the exclusive bargaining representative of our employees.

We Will Not discourage or encourage membership by any of our employees or applicants for employment in any labor organization by discriminating in any manner in regard to the hire or tenure of employment, or any term or condition of employment of employees.

We Will Not enter into, maintain, renew, apply, or enforce any agreement which requires employees or applicants for employment to be members of, join, or maintain membership in, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization, unless such agreement conforms with the requirements of Section 8 (a) (3) of the National Labor Relations Act.

We Will Not make any statement to, or otherwise inform, any employee or applicant for employment that employment by us is conditioned upon approval of or clearance by International Brother-

hood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, or any other labor organization.

We Will Not in any other manner interfere with, restrain or coerce our employees in the exercise of the rights guaranteed by Section 7 of the National Labor Relations Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

We Will offer Robert A. McDonald immediate employment in the position in which he would have been employed, but for our discrimination against him, or in a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of pay he has suffered as a result of our discrimination against him.

The Englander Company, Inc.,
(Employer)

Dated

By
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

APPENDIX B

Notice to All Members of International Brotherhood of Teamsters, Chauffeurs, Warehouse-

men and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, and to Employees of The Englander Company, Inc., Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby give notice that:

We Will cease giving effect to our contract with The Englander Company, Inc., or to any modification, extension or renewal of said agreement unless and until we shall have been certified by the National Labor Relations Board as the exclusive representative of the employees of The Englander Company, Inc.

We Will Not enter into, maintain, renew, apply, or enforce any agreement which requires employees or applicants for employment to be members of, join, or maintain their membership in, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, unless such agreement conforms with the requirements of Section 8 (a) (3) of the National Labor Relations Act.

We Will Not cause or attempt to cause The Englander Company, Inc., or any other employer, to discriminate against any employees or applicants for employment in violation of Section 8 (a) (3) of the National Labor Relations Act.

We Will Not in any other manner restrain or coerce employees or applicants for employment in the exercise of the rights guaranteed in Section 7

of the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO,

(Labor Organization)

Dated

By.....

(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

[Endorsed]: No. 15832. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. The Englander Company, Inc., and Warehousemen's Union Local 117, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Respondent. Englander Company, Inc., Petitioner, vs. National Labor Relations Board, Respondent. Transcript of Record. Petitions For Enforcement and Petition For Review of An Order of the National Labor Relations Board.

Filed: February 17, 1958.

/s/ PAUL P. O'BRIEN,

Clerk of the United States Court of Appeals for the Ninth Circuit.

United States Court of Appeals
For The Ninth Circuit

No. 15832

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

THE ENGLANDER COMPANY, INC., and IN-
TERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF AMER-
ICA, WAREHOUSEMEN'S LOCAL UNION
NO. 117, AFL-CIO,

Respondents.

PETITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR RE-
LATIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U. S. C., Secs. 151, et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against Respondent Company, The Englander Company, Inc., Seattle, Washington, its officers, agents, successors, and assigns and Respondent Union, International Brotherhood of Teamsters, Chauffeurs, Warehouse-

men and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO, its officers, agents, successors and assigns. The consolidated proceeding resulting in said order is known upon the records of the Board as "The Englander Company, Inc. and Upholsterers International Union of North America, AFL-CIO, and Local 5 of Upholsterers International Union of North America, AFL-CIO and Washington-Oregon District Council of Furniture, AFL-CIO; International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Warehousemen's Local Union No. 117, AFL-CIO and Washington-Oregon District Council of Furniture Workers, AFL-CIO, Case Nos. 19-CA-1306, 19-CA-1307 and 19-CB-416, respectively.

In support of this petition the Board respectfully shows:

(1) Respondent Company is a Delaware corporation engaged in business in the State of Washington and Respondent Union is a labor organization engaged in promoting and protecting the interests of its members in the State of Washington, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act, as amended.

(2) Upon due proceedings had before the Board in said matter, the Board on July 17, 1957, duly stated its findings of fact and conclusions of law, and issued an Order directed to the Respondent Company, its officers, agents, successors and assigns and Respondent Union, its officers, agents, succes-

sors and assigns. On the same date, the Board's Decision and Order was served upon Respondents by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Respondents' counsel.

(3) Pursuant to Section 10 (e) of the National Labor Relations Act, as amended, and pursuant to Rule 34 (7) (a) of this Court, the Board is certifying and filing with this Court a certified list of all documents, transcripts of testimony, exhibits and other material comprising the entire record of the proceeding before the Board upon which the said Order was entered, which includes the pleadings, testimony and evidence, finding of fact, conclusions of law, and the Order of the Board sought to be enforced.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondents and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the Order made thereupon a decree enforcing in whole said Order of the Board, and requiring Respondent Company, its officers, agents, successors, and assigns and Respondent Union, its officers, agents, successors, and assigns to comply therewith.

/s/ STEPHEN LEONARD,
Associate General Counsel, National Labor Relations Board.

Dated at Washington, D. C. this 23rd day of December, 1957.

[Endorsed]: Filed Dec. 27, 1957. Paul P. O'Brien, Clerk.

[Title of Court of Appeals and Cause.]

ANSWER OF RESPONDENT WAREHOUSE-
MEN'S UNION LOCAL 117 TO PETITION
FOR ENFORCEMENT OF AN ORDER OF
THE NATIONAL LABOR RELATIONS
BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

In answer to the Petition for Enforcement of an Order of the National Labor Relations Board, previously filed herein, Respondent Warehousemen's Union Local 117 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, admits, denies and alleges as follows:

(1) Answering paragraph (1) of the Petition, Respondent Union admits that it is a labor organization engaged in promoting and protecting the interests of its members in the State of Washington, within this judicial circuit, and that this court has jurisdiction of the Petition, but Respondent Union denies that it has committed any unfair labor practices.

(2) Answering paragraph (2) of the Petition, Respondent Union admits that on July 17, 1957, the National Labor Relations Board entered certain findings of fact and conclusions of law concerning alleged unfair labor practices of Respondent Union and that, on the same date, an Order was entered by the Board directing Respondent Union to cease and desist from the alleged unfair labor practices and to take other affirmative action and that copies of the foregoing documents were duly served upon Respondent Union.

(3) Answering paragraph (3) of the Petition, Respondent Union admits the same.

And, in further answer to the Petition, Respondent Union affirmatively alleges:

(4) The findings of fact entered by the Board are not supported by substantial evidence on the record before the Board considered as a whole.

(5) The conclusions of law entered by the Board are based upon erroneous and unsupported findings of fact and/or are incorrect as a matter of law.

(6) Assuming, arguendo, that the Board's findings of fact and conclusions of law are proper and correct, the scope of the Board's order has no reasonable relation to the offenses found, or to the likelihood of their recurrence.

(7) For the reasons stated in paragraphs (3), (4) and (5) the Board's order is null and void.

Wherefore, having fully answered, Respondent Union prays that this Court cause notice of the filing of this Answer to be served upon Petitioner,

and that this Court deny the Petition for Enforcement or order such other relief as the circumstances may require.

Dated: January 8, 1958.

/s/ SAMUEL B. BASSETT,
BASSETT, DAVIES & ROBERTS,

Attorneys for Respondent Warehousemen's Union
Local 117, affiliated with the International
Brotherhood of Teamsters, Chauffeurs, Ware-
housemen and Helpers of America.

[Endorsed]: Filed Jan. 10, 1958. Paul P.
O'Brien, Clerk.

[Title of Court of Appeals and Cause.]

ANSWER AND PETITION FOR REVIEW OF
RESPONDENT THE ENGLANDER COM-
PANY, INC.

To the Honorable Judges of the United States
Court of Appeals for the Ninth Circuit:

Respondent The Englander Company, Inc., hereby answers the Petition for Enforcement heretofore filed by the National Labor Relations Board, and petitions for a review by this Court of the proceedings of the said Board and its order in this matter. Answering the allegations of the petition for enforcement, this respondent alleges:

I.

Answering paragraph (1) of the Petition, this respondent admits that it is a Delaware corporation, engaged in business in the State of Washington within this judicial circuit, and that this Court has jurisdiction of this Petition, but this respondent denies that it has committed any unfair labor practice.

II.

Answering paragraph (2) of the Petition, this respondent admits that the Board, on or about July 17, 1957, rendered its findings of fact, conclusions of law, decision and order, and that the same was served upon counsel for this respondent, but denies that said document and the proceedings upon which it was based are legal and valid.

Petition For Review

This respondent petitions this Court to review the Decision and Order of the National Labor Relations Board in the consolidated cases before it, designated Case No. 19-CA-1306, Case No. 19-CA-1307 and Case No. 19-CB-416, insofar as said Decision and Order was directed against this respondent.

I.

This petition for review is made pursuant to the provisions of subparagraph (f) of Section 160, 29 U. S. Code. The transcript which will be filed in connection with the Petition for Enforcement will be the same transcript as would be involved in this petition for review.

II.

The Decision and Order of the National Labor Relations Board is invalid and erroneous for the following reasons:

A. The findings of the Board are not supported by substantial evidence on the record considered as a whole.

B. This respondent did not commit any unfair labor practice.

C. The findings of the Board do not support the Conclusions of Law or Order which it entered against this respondent.

D. In any event, the order entered by the Board is without legal support.

E. The proceedings upon which the Order was based amounted to a denial of fundamental due process.

Wherefore, this respondent prays this Honorable Court that it cause notice of the filing of this answer and petition for review to be served upon petitioner National Labor Relations Board and respondent union; that the Order of respondent Board be reviewed and set aside, and that the Petition for Enforcement be denied.

WALSH & MARGOLIS,

/s/ By HARRY MARGOLIS,

Attorneys for Respondent The
Englander Company, Inc.

[Endorsed]: Filed Jan. 13, 1958. Paul P.
O'Brien, Clerk.

[Title of Court of Appeals and Cause.]

STATEMENT OF POINTS ON WHICH RESPONDENT AND CROSS-PETITIONER THE ENGLANDER COMPANY, INC. INTENDS TO RELY

To the Honorable, the Judges of the United States Court of Appeals for the Ninth Circuit:

I. There is no substantial evidence to support the Board's finding that this respondent violated Section 8 (a) (2) and (1) of the Act by entering into a collective bargaining agreement with respondent union at a time when the number of employees at work was not representative of the anticipated work force or that this respondent otherwise rendered unlawful assistance to respondent union.

II. There is no substantial evidence to support a finding that this respondent violated Section 8 (a) (3) and (1) or that this respondent unlawfully assisted respondent union, or that this respondent was in violation of the law by agreeing to and maintaining a union-security clause in the contract.

III. There is no substantial evidence that this respondent violated Section 8 (a) (3) and (1) of the Act by discriminatorily denying employment to Robert A. McDonald by reason of his refusal to join respondent union.

IV. There is no substantial evidence that this respondent in any respect committed an unfair labor practice.

V. In any event, the findings of the Board do not support the order entered against this respondent.

VI. The proceedings upon which the Board's order was based amounted to a denial of fundamental due process.

Dated at Seattle, Washington, this 30th day of January, 1958.

WALSH & MARGOLIS,
Attorneys for Respondent and Cross-Petitioner The
Englander Company, Inc.

[Endorsed]: Filed Jan. 31, 1958. Paul P.
O'Brien, Clerk.

[Title of Court of Appeals and Cause.]

STATEMENT OF POINTS ON WHICH
PETITIONER INTENDS TO RELY

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, petitioner herein, intends to rely upon the following points in this case:

I. Substantial evidence supports the Board's finding that respondent Company violated Section 8 (a) (2) and (1) of the Act by entering into a collective bargaining agreement with respondent union at a time when the number of employees at work was not representative of the anticipated work

force and by rendering other unlawful assistance to respondent union.

II. The Board properly found that since respondent union was unlawfully assisted, respondent company violated Section 8 (a) (3) and (1) and respondent union violated Section 8 (b) (2) and (1) (A) of the Act by agreeing to and maintaining a union security clause in their contract.

III. Substantial evidence supports the Board's finding that respondent company violated Section 8 (a) (3) and (1) of the Act by discriminatorily denying employment to employee Robert A. McDonald because of his refusal to join respondent union.

Dated at Washington, D. C., this 31st day of Jan., 1958.

Respectfully submitted,

/s/ THOMAS J. McDERMOTT,
Associate General Counsel, National Labor Relations Board.

[Endorsed]: Filed Feb. 4, 1958. Paul P. O'Brien, Clerk.

Before the National Labor Relations Board
Nineteenth Region

Case No. 19-CA-1306

In the Matter of: The Englander Company, Inc.
and Upholsterers International Union of North
America, AFL-CIO, and Local 5 of Upholster-
ers International Union of North America,
AFL-CIO.

Case No. 19-CA-1307

The Englander Company, Inc., and Craftmaster,
Inc. and Washington-Oregon District Council
of Furniture Workers, AFL-CIO.

Case No. 19-CB-416

International Brotherhood of Teamsters, Chauff-
eurs, Warehousemen and Helpers of America,
AFL-CIO, Warehousemen's Local Union No.
117 and Washington-Oregon District Council
of Furniture Workers, AFL-CIO.

TRANSCRIPT OF PROCEEDINGS

Room 407-G, United States Courthouse, Fifth
and Spring, Seattle, Washington, Tuesday, May 22,
1956.

Pursuant to notice, the above-entitled matter
came on [1*] for hearing at 10 o'clock, a.m.

* Page numbers appearing at top of page of Reporter's Tran-
script of Record.

Before: Herman Marx, Trial Examiner.

Appearances: Harry Margolis, Esq., of the firm of Walsh & Margolis, 301 Vance Building, Seattle, Washington, appearing on behalf of The Englander Company, the Employer. Melton Boyd, Esq., 407 U. S. Courthouse, Seattle, Washington, appearing as counsel for General Counsel. Samuel B. Bassett, Esq., New World Life Building, Seattle, Washington, appearing on behalf of Respondent, Warehousemen's Union, Local 117. Joseph D. Mladinov, 213 Floral Building, Tacoma, Washington, appearing on behalf of Washington-Oregon District Council of Furniture Workers, AFL-CIO. [2]

* * * * *

Mr. Boyd: I would, at the outset, ask leave to amend Paragraph 6, Roman 6, of the complaint, and will treat the answers to Paragraph VI as having been filed, to-wit, as amended, by particularizing that paragraph in adding the following sentence:

"On February 23, 1956, in further answer of these practices, plant superintendent, William Moore, offered employment to Robert A. McDonald, but conditioned the offer on the requirement that McDonald agree to join respondent Teamsters; McDonald did not agree to this condition, and respondent company refused to hire him." [7]

* * * * *

Mr. Margolis: I would like the record to show that the employer, The Englander Company, Inc., objects to it on the ground that the proposed amendment is untimely and injects a new element

of proof in the case at the start of the hearing.

Trial Examiner: I am perfectly prepared, gentlemen, to hear some specification of prejudice from you. That it is untimely may be so, but if you wish to demonstrate for me in what particular it is untimely I will hear you, in what [8] particular it is untimely, I will hear you.

Go ahead.

Mr. Margolis: Mr. Examiner, we are prejudiced to the extent that we have not been afforded the opportunity to investigate the truth or lack of truth of the charge. Had we had opportunity to investigate it, we certainly would have been in a position to bring in evidence to refute or possibly to admit the charge in our answer. So we have been prejudiced in that we have been deprived in effect of the opportunity to do either.

Trial Examiner: Anything else, Mr. Bassett?

Mr. Bassett: No, I have nothing further to add.

Trial Examiner: Well, that's a prediction which may or may not come true. If you wish to apply for time in which to investigate the matter and respond to it, upon the proper showing, such time will be given to you. At the present moment, however, it has not been shown that any prejudice to either respondent has resulted.

I am going to grant the amendment and grant the motion and permit counsel to make such application as counsel sees fit for time which may be necessary to prepare and to respond to the amended complaint. [9]

* * * * *

Mr. Margolis: Well, that is correct, Mr. Examiner. It is simply on the basis that at the commencement of the hearing we are apprised in effect of a new charge against the employer. I don't know what the union's position is, as to whether Local 117 is in position to refute it, but the employer certainly is not because we have not had the opportunity to investigate the allegation.

* * * * *

Trial Examiner: Right now there is an entirely different matter pending, with the understanding that you have grounded your objection solely upon the grounds you have indicated, you may have a standing objection. [10]

* * * * *

JOHN SPARROWK

a witness, called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination [12]

* * * * *

Q. (By Mr. Boyd): And your place of business, Mr. Sparrowk?

A. My home office is in Oakland, California. We have a local business at 1964 Fourth Avenue South, in Seattle.

Q. And that local business operates in what name?

A. It operates under the name of The Englander Company, Inc.

Q. Your connection with The Englander Company is what?

(Testimony of John Sparrowk.)

A. I am now Vice-president of the Western Region.

Q. Relating your testimony to the circumstances that obtained in January and February of this year, what was your capacity with the company then?

A. I was General Manager of the Western Division at that time.

Q. And as such General Manager of the Western Division you had responsibility over what plants in addition to the Seattle plant?

A. Oakland and Los Angeles.

Q. The company has plants in how many states of the United States, if you know?

A. We have 15 bedding plants in existence plus ammunitions plant and a plastic plant and a steel operation in addition to that.

Q. With respect to the plant at Seattle, when was it acquired? A. January 16.

Q. And from whom was it acquired? [13]

A. From the estate of the late Kenneth Schoenfeld.

Trial Examiner: Is that January 16 of this year?

The Witness: Yes, sir.

Q. (By Mr. Boyd): And had that been an operating plant, and, if so, in what business name had it been operated prior to your acquisition?

A. The name prior to our acquisition was Craftmaster, Inc. They had been operating up to a short period of time before January 16.

(Testimony of John Sparrowk.)

Q. Without going into the detail, Mr. Sparrowk, when did you conclude your negotiations with the owner of Craftmaster, of the Craftmaster Corporation, for the plant, if it was prior to January 16?

A. It was after; in fact, substantially after; some of which is still going on, frankly.

Q. Let me put the question this way: when did you reach the tentative commitment to purchase the plant with relation to the date of January 16?

A. On January 16. We signed a lease and acquired some of the equipment. We were negotiating some of the inventory which has just been completed.

Q. In that regard you took over the equipment and the plant premises and some inventory, as I understand?

A. That is right. Some equipment. Some we elected not to.

Q. Did you assume in your contractual relationship with [14] Craftmaster to take over all their contractual undertakings? A. No, sir.

Q. And specifically did you assume to take over any labor contracts that it had had prior to its sale of its operations to you? A. No, sir.

Q. You were informed in the course of the transaction what labor contracts they had had prior to that time? A. Yes, sir.

Q. With what labor unions had they had contracts?

(Testimony of John Sparrowk.)

A. I think the Furniture Workers and the Upholsterers Union and the Teamsters Union. [15]

* * * * *

Q. When did you first appear personally at the plant? A. In December.

Q. And at that time what did you do about the plant?

A. At the invitation of Mrs. Schoenfeld I looked over the premises to report to my superiors.

Q. Directing your attention to the date of January 16, which by calendar reference appears to fall on Monday, may I inquire whether you were at the plant in the week preceding January 16?

A. Yes, sir.

Q. And when during that week did you appear at the Seattle plant?

A. I think the entire week.

Q. Was Craftmaster in operation during any part of that week? [16]

A. I don't know. I believe they were. I know they were the week previous.

Trial Examiner: That would be the week preceding January 7?

The Witness: Yes, sir.

Q. (By Mr. Boyd): Well, to aid perhaps in refreshing your recollection, do you know the date on which Craftmaster gave notice to its employees of their termination?

A. I believe I gave you some written data there.

Q. Do you have notes that you can refer to to refresh your recollection? A. Yes, sir.

(Testimony of John Sparrowk.)

Q. Will you get those and that will expedite things considerably. You have before you some notation to refresh your recollection? A. Yes.

Q. May I ask you, is that the last page under a caption headed, "Craftmaster-Englander dates"?

A. Yes, sir.

Q. Which is a copy of the last page of a letter you sent to our regional office? A. Yes, sir.

Q. Referring to that, if that will do so, to refresh your recollection, when was it that Craftmaster's production work was terminated? [17]

A. January 10.

Q. That was on a Tuesday, by reference to a calendar? A. Yes, sir.

Q. Can you state with reference to that date when it was that you personally interviewed prospective employees for employment by Englander Company?

A. Sometime during that week.

Q. Do you recall when in relation to the date of January 10? Did you do so while Craftmaster was still in operation? A. No, sir.

Q. Bearing in mind that it ceased its operations, its production operations, on the 10th, can you fix the date, day of the week, if not the calendar date, when you first interviewed employees?

A. All I can say in answer to that, it was during that week. It would be after the 10th.

Trial Examiner: It would be after the 10th, you say?

The Witness: Yes.

(Testimony of John Sparrowk.)

Trial Examiner: But it was during the calendar week?

The Witness: Yes, sir. [18]

* * * * *

Q. (By Mr. Boyd): I bring to your attention a letter bearing calendar date of March 12, 1956, shown to have been dictated on March 9, 1956.

A. Yes.

Q. And inquire, is this your signature on this letter? A. Yes.

Q. To this there was appended, and did you not transmit to us, a copy of the company's payroll list or seniority list under date of March 7, 1956?

A. Yes.

Q. And also did you not transmit to us under the heading, "Craftmaster-Englander Dates" the original of the document, a copy of which you have before you to refresh your recollection?

A. Yes, sir. [20]

Q. And did you not show on that that on January 11, in the afternoon, a picket line was placed by the Upholsterers Union? A. Yes, sir.

Q. Is it your best recollection that the Upholsterers Union did start picketing on the afternoon of January 11?

A. Yes, sir. But there was no identification on the pickets. It was something that was told to me; I did not verify it.

Q. Very well. Now, my inquiry was, previously was, this, up to the time that that picketing

(Testimony of John Sparrowk.)

started, although production had ceased, there were some employees working in the shipping room?

A. Yes, sir.

Q. Now bearing that fact in mind, that there were some employees working in the shipping room, when the picketing started, had your interviewing of employees—I am back to my first question—started at that time, of prospective employees?

A. Would you mind stating that again? I am sorry.

Q. Specifically and to put it directly, did you not begin the interviewing of employees, of prospective employees, on the morning of January 11, prior to the time the picketing started in the afternoon of January 11 by the Upholsterers Union?

A. I can't answer that because I don't know when the picketing started. I was in the building, when I come out for lunch I saw some pickets, I don't know, I am sorry. [21]

Trial Examiner: Before you went to lunch had you started interviewing prospective employees?

The Witness: I am not certain, sir. I talked to people at various times.

Mr. Boyd: We will develop it. This timing isn't too critical.

Q. (By Mr. Boyd): But with respect to the interviewing, you did do, where was it done and under what arrangement was it that you interview these people, Mr. Sparrowk?

A. Is it permissible for me to take exception to

(Testimony of John Sparrowk.)

wording? For example, interviewing is a term that I actually feel I did not do. I apprised the people with the fact that we were contemplating starting an operation. I told some of them as they came inquiring about jobs just exactly what our position is. I did not say we have such and such jobs open, I am considering you for such and such a job, so the word "interviewing" is disturbing to me. [22]

* * * * *

Q. (By Mr. Boyd): I want to thank you for the answer. I wanted the information you gave. What did you do and where did you do it?

A. I talked to approximately 15 or 20 people in the production office in the Upholstery Department at the request as to what is going to happen to me, people who had been terminated by Craftmaster who were seeking employment. After a while I decided I should have a phonograph record made, and I indicated rather than go through this with each individual we will have to approach this from some other way, because I did not have the time—at the time I was negotiating an inventory and so forth—to talk to 80 or 90 people on that basis, saying substantially the same thing.

Q. You say that this was in an office on the upholstery floor? A. Yes.

Q. Is that the lower or the second floor?

A. That is the second floor.

Q. That is the same floor that the shipping room is on?

A. Yes, sir, towards the back of the building.

(Testimony of John Sparrowk.)

Q. Under what circumstances was it that these people appeared there to listen to what you had to say, if not to be interviewed?

A. I would say voluntarily seeking employment. [23]

* * * * *

Q. Well, if it came to you dependably. You at that time had already decided to purchase the place, had you not?

A. No. We were in the process of negotiation. In addition to the shipping you mentioned there was certain inventory that was being taken and also equipment appraisal.

* * * * *

Trial Examiner: This is a separate party, isn't it, Craftmaster?

Mr. Boyd: This is not a successorship problem. [24]

* * * * *

Q. (By Mr. Boyd): Was your talking with the people in the office a consequence of these foremen telling you that these various applicants for employment wanted to talk with you?

A. Actually, no. It was as a result of my entry into the plant and people coming to me, what are we going to do, what are the plans; that is the basis on which I decided to talk to them.

* * * * *

Q. What did you tell them?

A. I told them that we were contemplating an operation in Seattle, that Mrs. Schoenfeld had

(Testimony of John Sparrowk.)

visited our principals in Chicago, learning of the fact that we had been looking at real [25] estate, that we expected to select a building, asking if we would consider their organization, building and so forth, because they were going out of business. At the time we were in the process of taking inventory that we had elsewhere in the country, plants where we had a different union arrangement than was in this plant, and that inasmuch as they were familiar with either the Furniture Workers or the Upholsterers or the Teamsters that they had—I suggested that they become acquainted with the contract of the other union so that they could decide which would be the best for them.

Q. Was that all of it, Mr. Sparrowk? Let's be more specific about what you did say to them with respect to the contracts.

A. I indicated to them that the Teamsters, Warehousemen, I understand it is indicated to Englander that their contract which they have in other plants would be a part of the Seattle operation. [26]

* * * * *

(The question was read as follows:

“Q. To restate it, what you said to these applicants for employment—if I am incorrect, you correct me—was that the Englander Company had a master contract with the Teamsters Union that would be applied to the Seattle plant?”)

Trial Examiner: All right, you may answer the question.

(Testimony of John Sparrowk.)

A. As near as I recall my statement was to them that we were told by the Warehousemen's Union that they would have our plant on the basis of what they had elsewhere, that their contract would be in existence here. I further stated to the employees that that would be a decision that they would have to make and suggested that they discuss it and find out what this union had to offer. I made the same statement on three successive [28] Mondays to a group of about 80 people collectively and told them very frankly that I was not in a position to tell them what they must do or they should do, that they would have to make the decision themselves. [29]

* * * * *

Q. (By Mr. Boyd): What contract does that local, Warehousemen's local, have with Englander Company at any place other than the contract that was made for this plant?

A. We have a similar contract at Los Angeles, Oakland, and other places in the country.

* * * * *

The Witness: You are speaking as of this date or as of January 11?

Q. (By Mr. Boyd): January 11.

A. We had no contract.

Q. You had no contract with Local 117 at that time? A. That is right.

Q. But you were saying to your prospective employees at that time that some Teamster body, if I may understand your answer, that some Team-

(Testimony of John Sparrowk.)

ster body was telling you that their contract with your company was going to apply to this plant?

A. Yes, sir, absolutely.

Q. That is the purport of your testimony?

A. Right. [30]

* * * * *

Q. Then how did you know that a Teamster agreement was to be made applicable to the Seattle plant?

A. We were told that; I was told that last November. [31]

Q. By whom?

A. When we were looking——

Trial Examiner: Give the witness an opportunity to finish, please.

Go ahead.

A. (Continuing) ——when we had selected a piece of property and was visiting with a builder, I was told that by a representative of the Western Conference of Teamsters, whose office is in San Francisco, who was apprised of the fact that I was in Seattle and indicated when you open that plant in Seattle we expect to have that plant on the same basis as we have your other plants.

Q. (By Mr. Boyd): What was the occasion for your talking with this representative of the Teamsters Western Conference in San Francisco? How did you happen to talk with him?

A. Well, he visits me regularly. He handles the contracts for Los Angeles—— [32]

* * * * *

(Testimony of John Sparrowk.)

A. (Continuing) —and Oakland. It was brought about, and he tried to contact me. He was advised by my office that I was in Seattle, and when I returned he said he wanted to get in touch with me for such and such a problem, "I understand you are in Seattle," and I said yes, we are doing so and so and so.

Trial Examiner: Do you know his name?

The Witness: Yes. Joseph Dillon.

Trial Examiner: Dillon?

The Witness: Yes.

Trial Examiner: Do you know his title?

The Witness: All I know he is with the Western Conference of Teamsters.

Q. (By Mr. Boyd): How did he know that you were negotiating for a Seattle plant at that time? A. I told him that.

Q. And then it was in response to your telling him that you were negotiating for a Seattle plant that he told you that your contract, that the contract with his organization, would apply in the Seattle plant?

A. He did not say that. He said, "We expect to have your Seattle operation under contract on the same basis that we have it elsewhere."

Q. With whom else with the Teamsters organization did you talk before you reached the place of interviewing the prospective [33] employees?

Mr. Bassett: Now, there is that word "interviewing". I thought we went through that all at once.

(Testimony of John Sparrowk.)

Mr. Boyd: The word "interviewing" is not a word of art.

Q. (By Mr. Boyd): I will withdraw the word "interviewing" and say before you talked with prospective employees on January 11.

A. Again I am trusting to my memory. That week I talked with Mr. Dillon, who was in Seattle, and Mr. Williams.

Q. Now, the Mr. Williams that you refer to is the gentleman seated here (indicating)?

A. Yes, sir.

Q. And who is secretary-treasurer of Local 117?

A. At that time I met Mr. Williams and Mr. Dillon.

Q. When in that week did you meet Mr. Williams? A. May I see a calendar again?

Q. Yes.

A. I would assume that it was possibly the 10th; prior to my talking to the people.

Q. And what agreement did you reach with him at that time?

A. Simply that the same thing that I stated to the people involved, that we didn't want any problem with anybody's union, that whoever could show us that they had the majority of the people represented by their union would be the people that we would do business with. [34]

* * * * *

Q. (By Mr. Boyd): Again adverting, Mr. Sparrowk, to your discussions or talk with these prospective employees, what did you tell them to do?

(Testimony of John Sparrowk.)

A. Mr. Boyd, I never tell the union to do anything, frankly.

Q. My inquiry was what did you tell the prospective employees to do at the time when you talked with them.

A. I told them to acquaint themselves with the facts so that they would be able to make a decision. I also told them that they could get these facts from Mr. Williams of the Warehousemen's Local 117.

Q. To be specific, did you not tell them to go and clear through the Teamsters Union?

A. No, sir.

Q. Did you not tell them to go up and sign up with the Teamsters? [35]

A. No, sir. I told them to go and get the information as to what they could do for them.

* * * * *

Q. (By Mr. Boyd): Did you in any instance in talking with the prospective employees, Mr. Sparrowk, on January 11 or January 12 tell them to go up and sign up with the Teamsters?

A. No, sir.

Q. But did you tell them, as you have testified before, that the Teamsters claimed that their contract would have application to this plant?

A. Yes, sir.

Q. Now, did you tell them that you expected that work would start on the following Monday, the 16th? A. Some yes and some no.

Q. That is, you told some—— [36]

(Testimony of John Sparrowk.)

A. (Interrupting) That we hoped to get started at that time, yes, sir. [37]

* * * * *

Q. (By Mr. Boyd): Continuing a little further with the date of January 11, Mr. Sparrowk——

A. Yes.

Q. (Continuing) ——on that day what other action took place that had relation to the prospective taking over of the plant by the Englander Company, specifically, was the inventorying of merchandise in process or manufacture begun on that date?

A. The entire inventory was begun on that date.

Q. On that date? A. Yes, sir.

Q. And to accomplish that inventory what personnel did you use?

A. Craftmaster. It was their inventory. They were to substantiate it to us. [38]

* * * * *

Q. Well, was it a matter of reputed knowledge to you that the Furniture Workers were picketing as well as the Upholsterers on the following day?

A. Yes; a Craftmaster employee, Ed Hunt, said those people, indicated to them, that they were Furniture Workers, yes.

Q. This Ed Hunt you speak of was manager of Craftmaster? A. Yes, sir.

Q. What is his connection with Englander at the Seattle plant?

A. I don't have the date. He is now factory manager for us.

(Testimony of John Sparrowk.)

Q. Was there any prior factory manager before him?

A. In this factory, no, sir. A sales manager——

Q. (Interrupting) Englander employed him as the factory manager? A. That's right.

Q. What position does Charles Moore now have with Englander Company?

A. May I correct that?

Q. Yes. A. I think it is Bill Moore.

Q. Bill Moore? A. Yes. [39]

Q. I do stand corrected.

A. As of last week he became plant superintendent. Prior to that time, from the date of hiring, he was foreman of the Upholstery and Mill.

Q. That had been his capacity with the Craftmaster plant? A. Yes.

Q. This man Henry, what is his present position with The Englander Company?

A. He is foreman of the shipping department.

Q. And that had been his position with Craftmaster? A. Yes, sir.

Q. And you mentioned one other foreman.

A. Henry Glenn, who was foreman of our Mattress Department. He had that position formerly with Craftmaster.

Trial Examiner: Excuse me a minute. On February 23, if you know, what position did William Moore hold with The Englander Company?

The Witness: He was foreman of the Upholstery and Woodworking Departments.

(Testimony of John Sparrowk.)

Trial Examiner: And, briefly, what were his duties?

The Witness: Well, they are varied. He supervises production and personnel of these departments and does purchasing of lumber only.

Trial Examiner: Were those his duties on February 23?

The Witness: Yes. [40]

Trial Examiner: Did he have the right to hire and fire personnel?

The Witness: Yes, sir.

* * * * *

Q. (By Mr. Boyd): Was there any other work being done in the plant at that time that looked forward to the operations that were to be begun by Englander? A. No, sir. [41]

* * * * *

Q. Now directing your attention to the balance of that week, being in this week in which January 10 and 11 fell, did the picketing continue through the balance of the week? A. Yes, sir.

Q. At the beginning of the week following was the picketing continuing?

A. My memory tells me it continued until mid-February. Whether it was every day I do not know, I wasn't there every day.

Q. Directing your recollection to the date of January 16, which was the Monday following—

A. Yes.

Q. (Continuing) —will you relate to us your recollection of what transpired on that morning?

(Testimony of John Sparrowk.)

A. I believe it is the Monday that I addressed about 80 people in the shipping department, prior to going down to the bank to [42] sign a lease and so forth.

Q. Very well. It was with reference to this same date of January 16 that some employees had been told that work might begin?

A. That is right. We were acquiring the plant that day, we hoped, if the figures were right and we wanted to start as soon as we can.

Q. Very well. Now, will you tell us, please, what you did tell the employees when you addressed this group of 80?

A. I told them that we were told by the Warehousemen's union that they would have this plant inasmuch as they have Englander factories elsewhere in the country and that evidence outside tells us that there is disagreement with that; that as far as I was personally concerned I did not want us, that is, The Englander Company, to have any problem with any union, whether it was the Teamsters, the Furniture, or Upholsterers Union; I would like to say to you more, I would like to tell you to come to work because I know you have been off of work a great bit since Thanksgiving but that is something I cannot tell you, it has to resolve itself, and we are not going to start out with problems with any union. A lot of people came to me individually and said could I do so and so and so; I indicated to them my feeling, that unfortunately they were in a bind. They wanted to come to work

(Testimony of John Sparrowk.)

and we wanted to start this operation, but we had this problem, that until it was resolved I didn't [43] know what I could do. [44]

* * * * *

Q. Did you not disclose to the assembled employees that you had heard of this agreement being made in the East?

A. I heard that—I had had rumors of all kinds of things taking place, but I did not specifically indicate, to my recollection, that somebody said go ahead and do something. I wasn't satisfied enough to open the plant, let's put it that way.

Trial Examiner: Satisfied with what?

The Witness: With the fact that anybody had the membership sufficient that I could open the plant and recognize them as being a representative of the employees.

Trial Examiner: Did you say anything about that to the people who were assembled there?

The Witness: I indicated to them——

Trial Examiner: Tell us what you said, please.

The Witness: I said to them that we are told by three different unions that they are to have representation in this plant. We are told by one that arrangement has been made with [45] an International of another that they could have or should have jurisdiction here. Frankly, I am not convinced that they know what they are talking about. That was my statement to them. [46]

* * * * *

Q. (By Mr. Boyd): At the conclusion of that

(Testimony of John Sparrowk.)

meeting what action did you take to inform them of what to do or what they might expect?

A. Well, my closing statement, frankly, was one that was sort of an after-thought, after I got ready to go back in the office—I had worked my way towards the door—was to the effect that this is rather strange, anyway, because actually we haven't bought anything yet, that I have an appointment to go with some other people to the bank to acquire something, so we might be in business; if that didn't work out, why, all the problems we were anticipating weren't going to be in existence. [47]

* * * * *

Q. When did you sign the papers?

A. We signed it on the 16th.

Q. How long after that meeting?

A. I think our appointment was 1 o'clock. [48]

* * * * *

Q. (By Mr. Boyd): Let's be specific—— [49]

A. Yes.

Q. (Continuing) ——what did you do when you signed the papers at the bank between 1 and 2 o'clock, what did you sign?

A. We signed a lease after some modification, some provisions that our counsel advised us that should be in there that was not in the original lease. We acquired some machinery, some we elected not to accept, and we officially bought two pages of inventory and established a formula for evaluating the balance of the inventory.

(Testimony of John Sparrowk.)

Q. And you did that all on the afternoon of the 16th?

A. That is right, at the Seattle First National Bank.

Q. On that same day did you have any negotiations with the Teamsters Union, Local Union 117?

A. Negotiations, no. I had a conversation.

Q. And with whom?

A. With Williams, Bill Williams.

Q. At what time of the day was it you talked with Mr. Williams? A. Late in the afternoon.

Q. And where was that conversation?

A. Over the telephone.

Q. You were where?

A. I was back at the plant at that time.

Q. And was your conversation with him only a telephone conversation?

A. In direct answer to a question that he asked me. [50]

* * * * *

Q. What was the question of Mr. Williams and what was your answer?

A. "Did you make a deal with Craftmaster?"

Q. And what was your answer? A. Yes.

Q. And then what further developed in the conversation? A. That was all. [51]

* * * * *

Q. (By Mr. Boyd): In your last statement when you said this is the contract you received at your Oakland office, you were referring to this document (indicating), which I shall now have

(Testimony of John Sparrowk.)

marked for identification General Counsel's Exhibit No. 2.

* * * * *

Q. (By Mr. Boyd): Do I understand your testimony, Mr. Sparrowk, that you received this at your Oakland office for the first time on what date?

A. I do not know. It was sometime well after January 16, I do know that, but when I do not know.

Q. Are you prepared to say whether it had been received at your Oakland office prior to the stamp date thereon of May 18? A. Yes, sir.

Q. It had been received prior to that date?

A. Yes, sir.

Q. What is the significance, then, of the stamp date on there? [55]

A. Normally these come in a confidential envelope addressed to me. At a request in a telephone conversation I made to our office asking for the Seattle contract, this was forwarded to me in an air-mail envelope which was not marked confidential. It was opened in our Oakland office. This was received May 18, 1956, the same day I received your telegram asking me to be sure and bring the signed copy of the contract. All of our mail is stamped in our office.

* * * * *

Q. And I understand from your prior testimony that General Counsel's Exhibit 2 had been in your possession prior to May 18.

(Testimony of John Sparrowk.)

A. You tell me what Exhibit 2 is, please.

Q. Right there (indicating). A. Yes, sir.

Trial Examiner: Referring to General Counsel's Exhibit [56] No. 2.

Q. (By Mr. Boyd): When had you signed this document (indicating)?

Trial Examiner: Referring to G.C. 2.

A. Mr. Boyd, I will have to give you pretty much the same answer that I gave you when you asked me the question early in March. I signed it sometime in Oakland in February; I don't know when.

Q. (By Mr. Boyd): In February?

A. My instructions were that if and when the union involved showed us that they had a representative group of the people, then we were to consider the contract and to do business with them. If they did not present that proof, then there was to be no contract.

Q. I am referring now to General Counsel's Exhibit No. 2, which you say you signed in February.

A. Yes.

Q. From whom did you receive it?

A. I received it from Chester Pink. It was in my mail on one of the trips I—upon my return from one of my trips to Seattle it was in my mail.

Q. Where is the transmittal memo that transmitted this document to you?

A. There is no transmittal memo. I talked to him frequently on the phone. He said, "I am sending this to you, when the [57] time is right for

(Testimony of John Sparrowk.)

signature, I will send it." He said, "Shall I send it to Seattle or Oakland?" I said, "Send it to Oakland because we are mixed up here." [58]

* * * * *

Q. (Interrupting) I hand you here a document marked General [68] Counsel's Exhibit No. 5.

* * * * *

A. I gave you this contract, indicating that this is the contract that we have in existence in Los Angeles and is the contract that we have in existence in Seattle, with the exception that I removed the last page, which had something to do with a wage thing that applies to Los Angeles and did not apply [69] to Seattle.

Trial Examiner: The witness has been referring to something which has been marked G.C. 5 for identification.

A. This (indicating) is a copy of the contract that we have with Warehousemen's Local 117. I gave it to you at the time I was at that meeting.

* * * * *

Q. (By Mr. Margolis): Mr. Sparrowk, referring to Exhibit G.C. 5, now, when was it, approximately, that you produced this for Mr. Boyd's inspection, approximately?

A. Sometime in March, I would say. Is that—

Q. (Interrupting) Well, as best as you recall. Sometime in [70] March? A. Yes.

Q. What did you tell him with reference to what this document was at that time?

A. I told him that was the same type of con-

(Testimony of John Sparrowk.)

tract that we had in Los Angeles and Seattle.

Q. The same type of contract?

A. That is right. I pointed out in Los Angeles there is a page that has been removed that has some other factors to it, that we have a different participation, health and welfare, and other things in various places, and that is the basis of it.

Q. This was not represented to Mr. Boyd, then, as being a copy of the Seattle or any particular contract because it was not, is that correct?

A. That is right, because it was not filled in.
* * * * * [71]

Q. (By Mr. Boyd): And it was in connection with that that I pointed out to you that this was not a master agreement but was a pattern form? Do you remember our discussion of that? [73]

A. Yes, that is right.

Mr. Margolis: We concur in counsel's legal conclusion.

Trial Examiner: Well, the witness has.
* * * * *

Q. (By Mr. Boyd): Now, with this refreshment of your recollection of the detail, can you at this time state specifically when it was that you signed for the first time an agreement with Warehousemen's Local 117?

A. By simple deduction and trying to ascertain where I was at various times, knowing that the document was in Oakland, I can come comparatively close to the date. I would pinpoint a date, but, frankly, it is a close estimate.

(Testimony of John Sparrowk.)

Trial Examiner: Let's have it.

The Witness: I would say approximately the 15th of February.

Q. (By Mr. Boyd): Where were you when you signed it? A. I was in Oakland.

Q. You now have reference to the document which was marked for identification General Counsel's Exhibit No. 2? A. Yes, sir. [74]

Q. Where in Oakland were you when you signed it? A. In my office.

Q. Who else signed it in your office?

A. Nobody else.

Q. By whom had it been signed before you signed it?

A. W. L. Williams and Joseph Dillon.

Q. From whom had you received it?

A. I had received it in the mail from Chester Pink.

Q. Did you have a transmittal memo that accompanied it? A. No, sir.

Q. What explanation had you had of this document, General Counsel's Exhibit 2?

A. I had had a phone conversation with Mr. Chester Pink when he indicated to me that he was going to send the contract to me, wanted to know if he should sent it to Seattle or Oakland, I indicated Oakland, with the instructions that when somebody had the majority that we could enter into a contract, but until every union indicated that to us, and until I was convinced that one had the majority I was not to sign.

(Testimony of John Sparrowk.)

Trial Examiner: About how long before you signed that contract did you have that conversation?

The Witness: I would say of the week beginning February 6, because I was in Seattle prior to the 13th, so it was during that week that I had the conversation with him.

Q. (By Mr. Boyd): During the week of February 6 you had the [75] conversation with——

A. Mr. Pink. Then I returned to Oakland, I believe, on February 15, taking a plane, I think, that got me in there at 4:55 or something like that, which I normally take. I went to my office. I was coming back up here almost immediately. That is why I feel that is the date.

Trial Examiner: Did Mr. Pink in words or substance tell you, when you spoke to him on the telephone, that a contract with Local 117 had been signed by any union officials?

The Witness: Yes, sir, he indicated to me that he was forwarding me a contract that had been submitted to him by the Warehousemen's 117, no, by the Warehousemen Teamsters, with the signatures on it of Mr. Dillon and Mr. Williams.

Trial Examiner: Did he tell you in substance when he had received that contract?

The Witness: No, sir. He cautioned me not to affix my signature until I was convinced that they had a majority.

Q. (By Mr. Boyd): What did you do to convince yourself that they had a majority?

(Testimony of John Sparrowk.)

A. I looked at some applications for membership that was given to me by Mr. Williams, and I counted them. I did not scrutinize them to every one to ascertain who they were and what they did and so forth. If my memory serves me correctly, and again it is a question of memory, I believe at the time there were someplace in excess of 60 signatures that I looked at. [76]

Q. On this document? Was it a single document?

A. No. It was individual sheets of paper.

Q. A number of cards?

A. Sheets of paper.

Trial Examiner: Let's have some dates here, Mr. Boyd——

Mr. Boyd: Pardon?

Trial Examiner: I think the time, for the benefit of all concerned, should be developed.

Q. (By Mr. Boyd): When did you do this?

A. I was in Seattle continuously after the 7th or 8th of February up until the 15th. It was during that period. It may have been—the exact date I am not sure.

Q. Well, can you fix it in relation to the time when you had your telephone conversation with Pink?

A. Yes. It was after I talked with Chester Pink because when I talked to Chester Pink I indicated that I was not convinced that anybody had representation. In fact, I told him that I had had conversation with Mr. Truman that very week indicat-

(Testimony of John Sparrowk.)

ing to him that if he had representation of the thing that I had no objection to his union being in the factory, and at that time—well, that is not relevant. [77]

* * * * *

Q. Had you talked with Mr. Pink before or after you talked to Mr. Truman?

A. I talked to him afterwards because I told him of this situation, and again he cautioned me to be very careful not to enter into anything until I was certain that there was sufficient representation to warrant the union's contractual arrangement.

Q. And the time when you examined these cards, individual cards, in the possession of the Teamsters Union, you now fix, according to your best recollection, on what date?

A. Between the 9th and the 14th, I would say.

Q. Between the 9th and the 14th?

A. Or the 10th and the 14th.

Q. Were you in Seattle on Friday, the 10th, and through that week end and until the following Tuesday, the 14th? A. Yes, sir.

Trial Examiner: Had you already received a copy of the contract, General Counsel's 2?

The Witness: No; that was in my Oakland office, undoubtedly, but at that time I didn't have it in my possession.

Trial Examiner: I take it you were up here and not down there, you hadn't gone down there?

The Witness: That is right.

(Testimony of John Sparrowk.)

Q. (By Mr. Boyd): How many of the cards did you count?

A. In excess of 60. I don't remember the exact number, but [79] there was over 60. I can't recall the exact number.

Q. And where was it you examined these cards?

A. I examined these cards at the premises on Fourth, South.

Q. At what?

A. At the former Craftmaster——

Q. At your plant?

A. At our plant, at that time.

Q. And in whose possession were the cards at the time you examined them?

A. They were in the hands of Mr. Williams. [80]

* * * * *

Trial Examiner: Now, would you be good enough to tell me what you did with these cards?

The Witness: I merely looked at them and handed them back to Mr. Williams. They were not my property. They were application forms for membership in the Warehousemen's Union.

Trial Examiner: Did you do anything to verify the fact of employment of any of these individuals by the company?

The Witness: Yes. I did not physically go down the list but by this time I was familiar with some names. I had gone over a list of former Craftmaster employees, and I was convinced of the fact that in my mind this represented a labor pool that was available to us for that plant.

(Testimony of John Sparrowk.)

Trial Examiner: My question is this, how many individuals on that list or on these cards did you know as a fact, at that time, as a fact, to be in the employ of The Englander Company?

The Witness: None. Maybe four or five. At that particular time—well, I will take that back. There were probably of that maybe 15 or 20, but the balance were people that we were interested in because they had had experience in our type of operation.

Trial Examiner: Now, these 15 or 20, were they actually in the employ of The Englander Company at that time?

The Witness: I have dates as to how many employees we had at that time, Mr. Marx. I am not sure that it is 15 or 20. [81] By February, if it was the 10th or 13th, I cannot tell you whether we had 10, 20, or 30. I think we have some information on that here.

Mr. Boyd: Before doing that may I exhaust the witness' recollection?

Trial Examiner: Just a moment, please. In a moment.

What I am trying to find out is this, at the time when you looked at these cards, did you know as a fact that any of these employees were in the employ of Englander Company?

The Witness: Yes.

Trial Examiner: And, if so, how many?

The Witness: I think I will need a list of our employees to know how many employees we had at that time.

(Testimony of John Sparrowk.)

Mr. Margolis: May I furnish the witness with this list?

Mr. Boyd: Before that is furnished I would like to pursue questioning him on his own recollection.

The Witness: May I add this while he is bringing it: they were either employed by us or potential employees, because they had a background in the potential work that we had.

Trial Examiner: Before you look at that, please, before you look at it——

The Witness: Yes.

Trial Examiner: What I am trying to find out, and perhaps I haven't made myself clear—if you don't understand me, please let me know—at the time you looked at these cards how many [82] individuals on the cards, reflected on the cards, did you know at that time to be in the employ of The Englander Company?

The Witness: I am not able to give you a number other than to say most of the few employees that we had. It may have been all. I did not sit down and say this man is on our payroll, is he a member and so on and so and so. I was convinced the people I had talked to who indicated a desire to come to work for Englander when we went to work were represented in that list of employees.

Trial Examiner: Have you anything in your possession now which would help you refresh your recollection as to how many employees you had in The Englander Company at the Seattle plant on that date when you looked at the cards?

(Testimony of John Sparrowk.)

The Witness: Yes, sir.

Trial Examiner: Would you refer to it and tell me how many?

The Witness: May I ask one question?

Trial Examiner: I just want the number.

The Witness: I assume we are referring to people who were normally covered by a negotiated contract, excluding supervisors and office personnel.

Trial Examiner: Exclude all supervisory and office personnel.

Mr. Margolis: And, Mr. Examiner, I wonder if you could give the witness a clue as to which date you refer to, because we have had a wandering date in the past. [83]

Trial Examiner: No, we haven't now. We have a very exact specification of the date, whenever it was, when he looked at these cards.

Mr. Margolis: The reason I bring that up, Mr. Examiner, is that the payroll was developing rather rapidly at that time and constantly changing from day to day.

Trial Examiner: I have had no indication from the witness that he has any doubt about my question, what it refers to.

Mr. Margolis: All right, sir.

Trial Examiner: I framed it with the thought in mind of referring to the date when he looked at the cards.

The Witness: If this was prior to February 13, which is one of the dates in question, we had eight employees in the production phase of the business,

(Testimony of John Sparrowk.)

and I would say of that probably a half dozen of them were represented in this group.

Trial Examiner: Now, if I may understand you correctly on the date, whenever it was, when you looked at these cards, you had some eight production employees on the Englander payroll in Seattle and about a half dozen of those eight were represented in these cards you looked at?

The Witness: Yes.

Trial Examiner: All right, sir. [84]

* * * * *

Q. (By Mr. Boyd): You have been in operation, Mr. Sparrowk, at the Seattle plant since what date? A. Mid-February.

Q. And at what time, if at all, did you attain what you deem substantially full production?

A. In the Mattress Department almost at once. * * * * * [87]

Mr. Margolis: In order to dispense with the need for proof on this point I offer to stipulate as follows:

That the respondent Englander Company, Inc., from the date it commenced operations up to the present time has shipped out of the State of Washington from its Seattle plant merchandise in excess of \$50,000 sales price.

Mr. Boyd: With that proposal I would be content and I would agree to that as a stipulation and would not pursue any further inquiry concerning jurisdiction, other than those matters which are pleaded and admitted.

Mr. Bassett: Respondent union accepts that. [89]
* * * * *

Trial Examiner: On the record.

During the off-the-record discussion the respondent union's counsel has indicated, so indicated, that he will admit the allegations of the first three sentences of Paragraph 1 of the complaint.

Am I correct, sir?

Mr. Bassett: That is correct, Mr. Examiner. [90]
* * * * *

JOHN W. TRUMAN

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Boyd): Your name and place of business is where?

A. My name is John W. Truman. My place of business is the general office of the United Brotherhood of Carpenters and Joiners of America, Indianapolis, Indiana.

Q. What is your employment with them?

A. I am a representative of the Brotherhood.

Trial Examiner: An international representative?

The Witness: Yes, sir. [92]

Q. (By Mr. Boyd): Mr. Truman, what, if any, responsibility have you had with respect to the matters inquired of Mr. Sparrowk?

A. I was assigned to this case by our Interna-

(Testimony of John W. Truman.)

tional office on January 20, 19 or 20, to confer and work with the Furniture Workers Local Union 3197 and the Washington-Oregon District Council of Furniture Workers.

Q. That was on January 19 or 20 of this year?

A. Yes, sir.

Q. With whom, if anyone, did you have conversations who were connected with The Englander Company? A. Mr. Sparrowk.

Q. When was your first conversation with Mr. Sparrowk?

A. May I refer to my notes here?

Q. If you have notes that you kept at that time that will refresh your recollection, I would ask you to look at them, only to refresh your recollection.

A. On January 26.

Q. Where did you talk with Mr. Sparrowk?

A. At the plant.

Q. By reference to the calendar that fell on Thursday? A. Yes.

Q. Were you accompanied by anyone at the time? A. No, sir.

Q. Was he alone or was there someone with him at the time you were talking with him? [93]

A. Mr. Hunt was in there most of the time, I believe.

Q. That is Mr. Ed Hunt? A. Yes.

Q. Will you relate to us in detail your conversation with Mr. Sparrowk on January 26?

A. I told him that we represented the people in the Millroom, shipping room, receiving room, and

(Testimony of John W. Truman.)

had since 1936 in that particular plant, and asked him if them buying the plant had they taken over the contract that was in existence between the Furniture Workers Local and the Craftmaster Company, and he said they had not. I told him that we still represented those people and pointed out to him that they were competent from prior experience in the plant. He informed me that he would like to have all of the millroom crew back with the possible exception of one or two, I believe he said, who were older men; at the same time he pointed out other older men that he wanted back. At that time there was some work being done in the building——

Q. (Interrupting) Do you know the nature of the work that was being done on that date, January 26, in the building?

A. I believe it was moving benches, reconstruction, and so forth, getting ready to institute their particular line of work.

Trial Examiner: This was maintenance work that was being carried on?

The Witness: I believe it would come under the category [94] of maintenance work, yes, sir.

Q. (By Mr. Boyd): Did you have opportunity to observe how many employees they had there at that time?

A. Not exactly, sir. I didn't go through the plant. I believe Mr. Sparrowk told me there were four or six in the plant.

Q. Now, will you proceed with your discussion

(Testimony of John W. Truman.)

with Mr. Sparrowk. Was there more that was mentioned?

A. Yes. In our discussion he told me that The Englander Company nation-wide was under agreement to the Teamsters through a master agreement that had been negotiated between a Mr. Hoffman of the Teamsters International, a Mr. Kroshak, an attorney in Chicago, and a Mr. Pink, who was in charge of all labor negotiations for the company.

Q. Did he inform you when that agreement had been negotiated? A. I don't believe so.

Q. That name that you gave of the attorney in Chicago, what is your recollection of it?

A. It was a Mr. Kroshak. He gave me the man's name and phone number in the event I wanted to get in contact with him.

Q. Did he give you the name of Sidney R. Korschak, K-o-r-s-h-a-k? A. That is the name.

Q. Now, proceed.

A. I pointed out to Mr. Sparrowk that we had had very friendly relations with the Craftmaster Company; this was borne [95] out by Mr. Hunt, who was present. I believe Mr. Hunt was present at that time.

Trial Examiner: What did Mr. Hunt say?

The Witness: He said yes, that we had had friendly relations so far as Craftmaster and the Furniture Workers Union had been concerned.

A. It was a general conversation following that where I was pointing out to him where we had jurisdiction in these types of plants all through the

(Testimony of John W. Truman.)

West Coast, that in none of them did I know of did the Teamsters have jurisdiction, and just generally pointing out to him that we were in a position to furnish him qualified men for the type of work that he needed. He said he appreciated that very much; however, he was bound by the master agreement with the Teamsters International.

Q. (By Mr. Boyd): Was any mention made by him of any other agreement with the Teamsters than the so-called national agreement?

A. Yes. He said that in their other plants covered by the Teamsters' agreements they had good working relations and he didn't want to jeopardize them by signing this plant to another organization, he felt that he would be subject to reprisals by Teamsters in other locations.

Q. Now, was there any more of your conversation with Mr. Sparrowk on that occasion that you now recall? A. No, sir. [96]

Q. Did that conversation result in any action which you then took?

A. No. I had a further meeting with him on February 3.

Q. All right, let's pass now to the meeting of February 3, which by reference to the calendar fell on Friday. A. Yes.

Q. And appears to have been Friday of the week following. What transpired on that date and where did you have the conversation?

A. I met Mr. Sparrowk in company of Carl

(Testimony of John W. Truman.)

Kissick, who is the business representative of Furnitures Local 3197.

Q. Was Kissick in your company in meeting Sparrowk? A. Yes, he went with me.

Q. He went with you? A. Yes.

Q. Very well.

A. We met in Mr. Sparrowk's office, sat and talked generally for a while, and got down to the meat of the thing where we again told him that we represented the people in that plant. At that time——

Trial Examiner: Excuse me a minute, if I may interrupt, but this has come up before. Whom do you refer to when you refer to "we represented the people in that plant"?

The Witness: I referred to the Brotherhood of Carpenters, the Washington-Oregon District Council of Furniture Workers, and [97] the Local 3197, who are affiliates of the Brotherhood of Carpenters.

Q. (By Mr. Boyd): By way of clarification of that, had there been a collective bargaining agreement with the Craftmaster organization in effect just prior to, up until, January 10?

A. Yes, sir, and in so far as I know it has never been terminated by the company.

Q. Who were the parties signatory to that in representing the mill employees in the plant?

A. The parties signatory, I believe, to my best knowledge, to be the Washington-Oregon District Council of Furniture Workers representing the employees and the local union and the Industrial

(Testimony of John W. Truman.)

Conference Board of Tacoma representing the manufacturers—— [98]

* * * * *

Q. (By Mr. Boyd): Mr. Truman, I hand you a document marked for identification General Counsel's Exhibit No. 6——

* * * * *

Q. (Continuing) ——and ask whether you can identify it.

A. Yes. This is a copy of the working agreement that was in effect with the Craftmaster Company and the local union District Council. [99]

Q. It was in effect in January of 1956?

A. Yes, sir. [100]

* * * * *

Q. Was there, to your knowledge, in January, prior to Englander taking over, an agreement between Craftmaster and the Upholsterers Union——

A. Yes, there was.

Q. (Continuing) ——which applied to the people employed in the craft of upholstering in the plant? [101] A. Yes, there was.

Q. Was there, so far as you then knew, any other agreement with any other labor organization applicable to any other employees of Craftmaster?

A. It was my understanding that the truck drivers were covered by agreement with the Teamsters Union. I don't know what local. [102]

* * * * *

Q. (By Mr. Boyd): Mr. Truman, did not your bargaining unit include the persons and only those

(Testimony of John W. Truman.)

persons who were employed in the classifications covered by the wage scales as they are contained in the last portion of the agreement called the wage agreement? A. That is right.

Q. In summary, does that include anyone in the classification of upholsterers?

A. Not in that plant.

Q. Not in that plant. Did it include anyone who was employed as truck drivers?

A. No, it did not.

Q. So did it apply to all other production and maintenance employees except truck drivers and those employed in the classifications of upholsterers? A. It did.

Q. Now, you were testifying about a further conversation you had with Mr. Sparrowk on February 3. Mr. Kissick was present? A. Yes.

Q. Will you proceed to relate fully that conversation?

A. I offered Mr. Sparrowk that we as furniture workers would withdraw our picket line providing he would rehire all [104] the former employees of the millroom that Craftmaster had on their payroll and who he told me he wanted back, and then we would ask him to sign a consent election and let the NLRB hold an election there to see who had the bargaining rights. He refused to do this on the basis that he was under an agreement with the Teamsters.

Q. Did he specify what agreement with the Teamsters he referred to?

(Testimony of John W. Truman.)

A. He only indicated to me, if I may use that word, that he—he indicated to me that he was referring to the master agreement.

Q. What terminology did he use? Let's put it that way. What terminology or phraseology did he use in characterizing this agreement with the Teamsters, to which he made reference?

A. He made reference to the Teamster agreement.

Q. Was that the extent of your conversation with Mr. Sparrowk on February 3?

A. I can check my notes here. We went further into the men who he was hiring at that time and pointed out to him that former employees of Craftmaster, men who he had alluded to in that same conversation, were capable of doing the work that these new men coming in off the street were doing at that time in the plant, that we felt that if he was sincere in wanting the former employees of Craftmaster back he would call those men back in to perform that work. * * * * * [105]

Q. All right, was there any further discussion with him on this date of February 3 on any other point?

A. On this date I am not too sure, but I am quite certain that during our conversation Mr. Sparrowk told us that he thought it could be worked out to a point where the Warehousemen's local would represent everybody but the millroom and that a working agreement could be reached where we would retain our jurisdiction in the mill-

(Testimony of John W. Truman.)

room. He said this was so and he would recommend to his superiors, because in other plants they had not come up against the question of the carpenters having representation in the plants.

Q. Do you recall any further point of discussion with him [106] on February 3, specifically?

A. Only he stated that in Los Angeles he had had very good working relations. He named our business agent in that area, Taylor, by name, and said that he had had very good working relations with Taylor, and the carpenters in general in that area. [107]

* * * * *

Q. (By Mr. Boyd): Did you hear from Mr. Sparrowk?

A. I called him Monday morning, reached him at the plant.

* * * * *

Q. That was your next contact with him, then, after February 3?

A. The morning of February 6.

* * * * *

Q. Was your conversation with him entirely by telephone that day? A. Yes.

Q. Will you relate to us, please, in full your telephone conversation with him?

A. He informed me that it caught him just as he was going uptown to have a meeting with Mr. Williams of the Warehousemen. He asked me if I had heard from Mr. Williams. I told him that I had, that Mr. Williams had asked me to meet him

(Testimony of John W. Truman.)

in his office at 3:30 that afternoon. I asked him if he knew [108] what the content of the meeting would be about, because I didn't want to be put in a cross fire between Williams and Sparrowk. He informed me he thought it better that I get all the information from Mr. Williams.

Q. Was that the extent of your conversation with him?

A. That was the extent of our conversation.

Q. This Mr. Williams of whom you speak is who?

A. Secretary-treasurer of Local 117, Warehousemen.

* * * * *

Q. Did you have a conversation with Mr. Williams that day other than the telephone call that you had had from him? A. Yes.

Q. First, with respect to the telephone call, when did you have it?

A. Mr. Williams called me about 11:45 Monday morning.

Q. And what was that call? What was his call?

A. Asking me to meet with him at 3:30 in his office.

Q. Did you meet with him at 3:30 in his office?

A. Yes, I did.

Q. Were you alone?

A. No. Carl Kissick was with me. [109]

Q. Was Mr. Williams alone when you met?

A. No, he wasn't.

Q. Do you recall who was with him?

(Testimony of John W. Truman.)

A. I am not sure if it was Mr. Walters or Mr. Bombadier. It was one or both.

Q. Now, will you relate, please, your conversation with Mr. Williams? [110]

* * * * *

A. Mr. Kissick and I met Mr. Williams in his office, and after a few pleasantries he told me that they had reached an agreement with the Upholsterers International whereby the Upholsterers in the Craftmaster plant would retain their membership in Local No. 5; however, they would pay dues and come under the health and welfare plan of the Teamsters, they also had to be members of the Teamsters. He said that he had just returned from Miami and the whole thing had been straightened out in so far as he was concerned. I informed him that the Upholsterers so far hadn't notified us of any agreement being reached, that until they did I thought we had very little territory to explore. He offered then to let the Local Union 3197, Furniture Workers, retain their jurisdiction in the millroom, providing he and I would first survey the plant, and he was allowed the pick of all jobs coming under his jurisdiction. I again informed him until such time as the Warehousemen and the Upholsterers had settled their differences I thought we had very little to talk about, and any time that I gave away our jurisdiction I would have to refer it to our International, and we left on that basis.

Q. You separated on that basis?

A. Yes, sir. [112] * * * * *

(Testimony of John W. Truman.)

Q. When thereafter was the first instance of your talking with anyone, either the company or the Teamsters Union?

A. That would be Monday morning, February 13.

Q. Now, where did this take place?

A. At the plant.

Q. What time did you arrive at the plant?

A. 7:10 Monday morning.

Q. Did you describe the circumstances as you found them there at that time and what transpired?

A. Yes. We were informed that the Teamsters Warehousemen Local had called the people and told them the plant was opening——

Mr. Bassett (interrupting): I move to strike that as hearsay.

Trial Examiner: I am going to strike it until it is brought out who informed him.

Q. (By Mr. Boyd): What had prompted you to be there at 7:10 in the morning? Let's get at it this way.

A. Both the preceding Friday and Saturday members of our local Union 3197 had called us both at the union office and at my home informing us that the Warehousemen had called them telling them that the plant was going to open on Monday morning. That would be Monday, February 13.

Q. All right, what did you do then on Monday, February 13?

A. We notified our people to all be there. [116]

Q. You did that in advance of February 13?

(Testimony of John W. Truman.)

A. Yes.

Q. All right, now, what happened on the morning of February 13?

A. On February 13 I arrived at the plant at 7:10, about 7:35 Mr. Williams with eight or nine other fellows showed up at the plant. We exchanged a few pleasantries and he informed me that the plant was going to open that morning if he had to wipe up Fourth Avenue with anybody that tried to stop him. I asked him if the sign over the door said Craftmaster or Boeing. That ended our conversation very abruptly.

Q. That ended the pleasantries?

A. Right.

Q. Now, proceed. What happened beyond that?

A. About 8 o'clock, with a large percentage of our people there——

Trial Examiner: I don't know whom you meant before by "our people" and I don't know now. Whom did you refer to when you said you notified all "our people"?

The Witness: Members of the Furniture Workers Local, 3197.

Trial Examiner: Had they been employed in a Craftmaster plant?

The Witness: They were all former employees of Craftmaster.

Q. (By Mr. Boyd): Incidentally, is that local made up from [117] other plants as well as the Craftmaster plant?

A. Yes, it is.

Q. It is a mixed local?

A. Yes.

(Testimony of John W. Truman.)

Q. But the people who were there that morning were what members of Local 3197?

A. Only the members of Craftmaster.

Trial Examiner: About how many were there?

The Witness: Approximately 28. [118]

* * * * *

Q. (By Mr. Boyd): Will you tell us what happened, then, after this exchange with Williams?

A. There were around 28 members of 3197, former employees of Craftmaster, a number of former employees of Local 5.

Q. Local 5 is the Upholsterers local?

A. Right.

Q. When you say former employees, you mean former members of Craftmaster who were members of local 5? A. Yes.

Q. Do you know who were there?

A. Yes.

Q. Do you know approximately how many of them were there?

A. I would say about the same amount as we had, 28 to 30, in that neighborhood.

Q. On that occasion was there any representative of Local 5 or the International Upholsterers Union present? [119] A. Yes.

Q. Do you remember who was present?

A. Royer.

Q. Royer was present? A. Yes.

Q. All right, now, let's proceed. What did you do that morning?

A. I waited until the doors were opened and people started going in and I went in with them; in

(Testimony of John W. Truman.)

fact, I led a bunch of people through the doors and up on the second floor. They all gathered on the shipping and receiving floor and were just milling about.

Q. Let me inquire, you said you led them through and into the plant. You led them through what? A. Seven or eight Teamsters.

Q. Where were they stationed?

A. In and about the door of the plant.

Q. Proceed. You led them up to the shipping floor, you say? A. Yes.

Q. Then what happened?

A. I was called into the office of Mr. Sparrowk. Mr. Williams was there, Mr. Hunt was there, and Mr. Williams started giving me a dressing down for leading a mob into his building.

Q. Mr. Williams did this?

A. Mr. Sparrowk did. I beg your pardon. I informed him that [120] most of those people were there because we had told them to be there, but primarily they had been called by the Warehousemen's local and told that the plant was to open, that I had told them that as long as the plant was going to be opened we wanted our people in there, too. Mr. Sparrowk informed me that up to that time he felt that he could work with me, that we would get along fine, but this was the last straw, I was no more welcome in his plant, that he was pretty hot under the collar about it, and there was the usual bickering back and forth that such an argument entails.

(Testimony of John W. Truman.)

Q. Were you alone there in representation of the Furniture Workers?

A. At that time or just prior to that Mr. Evans had come into the office also.

Q. I see. Was there anything further took place after Evans came in?

A. Yes. Mr. Evans asked Mr. Sparrowk or Mr. Hunt, or both, if Mr. Williams was their personnel agent. Mr. Hunt told him that inasmuch as they had the contract they had a perfect right to call the people in to work, referring to the Warehousemen's local. [121]

* * * * *

Q. He was specific in saying it was with, an agreement with, Local 117? I am asking you; I don't know.

A. I am trying to remember his exact words. He says, "These fellows have the agreement"—it was either Mr. Sparrowk or Mr. Hunt who made the statement, because at or about that time Mr. Sparrowk went out to address these people who were in the shipping or receiving room. [122]

* * * * *

Q. (By Mr. Boyd): Mr. Truman, you alluded to Mr. Sparrowk leaving the office to go and address some people. Did that occur while you were there? A. Yes.

Q. What did you do during his absence?

A. We stayed in the anteroom of his main office.

Q. And you stayed there with whom?

(Testimony of John W. Truman.)

A. Mr. Evans, myself, and—well, there was, I'd say, six or seven people in that area.

Q. Did you hear what Mr. Sparrowk said to the people whom he was addressing?

A. Only occasional words which didn't make too much sense to me.

Q. And these people whom he was addressing, do you know who they were?

A. Yes; they were the former employees of Craftmaster who were members of Local 5 and Local 3197. [123]

Q. The people who had come in with you that morning?

A. Right. I believe also others whom I had never seen in connection with the company before.

Q. Now, after addressing the group of former employees, what then took place?

A. We called a meeting.

Trial Examiner: Whom do you mean by "we"?

The Witness: The Furniture Workers Union.

Q. (By Mr. Boyd): You mean the local or this Washington-Oregon District Council? Which called the meeting?

A. The local union at the request of myself and the Washington-Oregon District Council called the meeting.

Q. Fine. For what date did you have the meeting, for what hour?

A. For that same morning at 10 o'clock.

Q. And where did you have the meeting?

A. At the Labor Temple here in Seattle.

(Testimony of John W. Truman.)

Q. To your knowledge, was there any other meeting called for at about that same time?

A. I believe the Upholsterers also met at that time. [124]

* * * * *

Q. (By Mr. Boyd): My question is, is it your best knowledge at this time that the members of your organization for the most part who went to work at the Englander company started on the 13th?

A. No, sir, I couldn't give a honest answer to that because at that time I was again assigned out of town.

Q. I see. But your meeting with them that you have referred to in your earlier testimony was on what date? A. February 13.

Q. It was on the 13th? A. Right.

Q. Was any instruction given to them at that time? A. Yes, there was.

Mr. Margolis: By whom?

Q. (By Mr. Boyd): And by whom?

A. By myself.

Q. What was the instruction?

A. My instructions were that the plant was opening, that we would withdraw the picket line, tell all our people to go down and apply for jobs. If in applying for jobs it meant that they had to sign an application with the Warehousemen's Local to go ahead and do it, that it was our feeling that to maintain the picket line, those that were not

(Testimony of John W. Truman.)

hired, would jeopardize their unemployment insurance so forth. [127]

Trial Examiner: Now, how many people, approximately, were at that meeting? By people I am referring to individuals you knew to be former employees of Craftmaster and who were members of the Local 3197, I believe it is.

The Witness: More than 25.

Trial Examiner: How many more?

The Witness: It would only be a guess on my part.

Trial Examiner: Would you say it was in excess of 30?

The Witness: I would say between 25 and 30.

* * * * *

Cross Examination

Q. (By Mr. Margolis): Mr. Truman, you had indicated in the early part of your testimony that the Furniture Workers Union, I believe it was Local 3197, had represented certain people in this plant since 1936, is that correct?

A. That is correct. [128]

Q. Now, by "this plant" you were referring to the Craftmaster operation, were you not?

A. Yes.

Q. Had you ever had any kind of a contract with The Englander Company, Inc., pertaining to this particular operation?

A. Not to my knowledge. [129]

* * * * *

Q. (By Mr. Margolis): Do you know for a fact whether Local 3197 had any members who

(Testimony of John W. Truman.)

were actually employees of Englander at that time, February 3?

A. No, sir, I don't. At that time, I believe, there were only five or six men in that plant, according to Mr. Sparrowk. [134]

* * * * *

Q. Now, Mr. Truman, there was reference made to a Warehousemen or Teamster agreement or agreements. Now, which was it, plural or singular, if you recall? A. As I recall it was both.

* * * * * [136]

Q. But you would not dispute it if Mr. Englander would tell you there were several covering the several plants?

A. I would neither refute or admit it, sir, because I can't remember. [137]

* * * * *

Q. As far as you were concerned Local 3197 was not yet frozen out of this plant, was it, on February 3?

A. That is correct. We don't feel that way yet.

Q. All right, sir, that is fine, and I say more power to you. And you conducted your contacts with these various people with the view in mind of re-asserting the jurisdiction of 3197 over the Furniture Workers in this plant?

A. Of maintaining, not re-asserting. We didn't feel that we had lost it, didn't need re-asserting.

Q. In other words, you still take the position that there was no interruption in your right to bargain for the members of the Furniture Workers

(Testimony of John W. Truman.)

craft? A. Right.

Q. Despite the change in ownership and what else took place in the plant, is that correct?

A. We felt that despite the change of ownership we had the right to represent those people and to sit down and talk contract.

Q. All right, sir. As late as February 10, which was the Friday meeting prior to the people being called back to work, [138] there were conversations in which you were involved and in which the hope was expressed that the whole problem could be ironed out, isn't that a fact?

A. That is correct.

Q. And the whole problem certainly could not be worked out unless Local 3197 would have either retained or re-acquired its jurisdiction over these people as far as you were concerned?

A. That is correct.

Q. Now, this meeting that took place on the 13th of February—it is the morning that a number of people went back to work—I believe you said that Mr. Hunt was there, Mr. Williams was there, Mr. Sparrowk was there, and you were there, although not all necessarily at the same time, correct?

A. Yes, there was considerable moving in and out of Mr. Sparrowk's office.

Q. And you also said that some one, either Mr. Sparrowk or Mr. Hunt, had said that since there had been a Teamster's contract they could do the hiring, is that right?

(Testimony of John W. Truman.)

A. I think his exact words were "they have the contract, it is perfectly all right."

Q. Now, you are not sure, Mr. Truman, whether Mr. Sparrowk was in the office at the time that statement was made? Now, you had better search your mind because this may be important.

A. I didn't pay too particular attention to it because Mr. Hunt had been introduced to us as the new superintendent in [139] charge of the plant.

* * * * * [140]

Q. All right, now, you do not recall whether it was Mr. Sparrowk or Mr. Hunt who said it?

A. That is correct, I do not.

Q. You do not recall if it was Mr. Hunt, whether or not Mr. Sparrowk was even in the room? A. That is my testimony.

Q. Isn't it a fact that you do remember Mr. Sparrowk telling you that the Englander Company was doing the hiring in that plant and not Mr. Williams?

A. Oh, definitely. He was within about two inches of me. He was pretty hot and his face was pretty red, I won't forget that. [141]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Bassett): What was the purpose of the picketing, what did you hope to achieve?

* * * * *

The Witness: My purpose in condoning the picket line was to force the company to recognize the jurisdiction of the Furniture Workers. [147]

* * * * *

(Testimony of John W. Truman.)

Q. (Interrupting) I asked you whether or not you didn't so testify that you wanted him to employ members of your Union 3197.

A. That is true with reservation.

* * * * *

Q. (By Mr. Bassett): If there was any other purpose I will ask you to state what it was.

A. The purpose was to get the company to recognize the jurisdiction of the Furniture Workers Union and to enter negotiations.

Q. And whom did the Furniture Workers Union want to represent at that time? [148]

A. The former employees of that plant, naturally.

Q. Who were members of Local 3197, is that right?

A. And who Mr. Sparrowk indicated he wanted back.

* * * * *

Q. I understood you to say that this picketing was joined in by some other local?

A. It was a joint effort by Local 5 of the Upholsterers.

* * * * *

Q. Did I understand you to say, Mr. Truman, that on February 13 or February 14 you instructed the members of Local 3197 to report back and join the Teamsters Union? [149]

A. That in essence is what I said, yes.

Q. Before you gave those instructions did you tell Mr. Williams that you were going to instruct

(Testimony of John W. Truman.)

your members to join Warehousemen's Local 117?

A. No, sir.

Q. You hadn't told them that at any time?

A. No. We weren't on speaking terms about then.

Q. Well, I mean before then had you told them that you would do that? A. No, sir.

Q. I don't recall whether I asked you. Did I ask you when the picketing ended and when it ceased? A. Yes, you did.

Q. What date was that?

A. You specified that it was February 13th or 14th and I agreed with you.

Q. That is when you told the people to go back to work and join the Teamsters Union?

A. I would like to straighten that out, if I may.

Q. I am just trying to find out the date now on which the picketing ended. Was it the 13th, or 14th?

A. Either one of the two days either the 13th or 14th.

Trial Examiner: You tell me what you would like to straighten out, go ahead, sir.

The Witness: We told the members of the Furniture Local [150] 3197 to further maintain the picket line with the plant open would jeopardize their unemployment compensation, that if going to work at Englander entailed having to sign anything that the Teamsters put in front of them, to go ahead and sign it, that we were going to further process the case, we felt that we would be better

(Testimony of John W. Truman.)

off with our members inside the plant than out.

Trial Examiner: Did you instruct them to sign up with the Teamsters?

The Witness: We advised them. We advised them to do what was necessary in order to get back into that plant. [151]

* * * * *

Redirect Examination

Q. (By Mr. Boyd): When in relation to this meeting you had with your members was it that you withdrew your picket line? What is the sequence of that, withdrawing the picket line and the instruction to your members?

A. It was following the meeting with Mr. Sparrowk on February 13, and I am sure it was the following day, February 14, that we held this meeting in the Labor Temple. I checked my notes and I am sure of it.

Q. The meeting that you had that you testified to previously—— A. Yes.

Q. (Continuing) ——as being the meeting with your members which you testified to previously as being on the 13th was on the 14th? A. Yes.

Q. When in relation to the meeting on the 14th was it that your picket line was withdrawn, was it before or after that meeting?

A. I believe it was before the meeting and it was determined at the meeting.

Q. That is to say, when you say it was withdrawn before the meeting, were your pickets there on the 13th? [152] A. Yes.

(Testimony of John W. Truman.)

Q. Were they there on the morning of the 14th before the meeting?

A. I couldn't definitely answer that.

* * * * *

Q. (By Mr. Boyd): You said on the morning of the 13th, when you were being interrogated by Mr. Margolis, concerning your heated discussion with Mr. Sparrowk, with respect to your [153] leading a group of former Craftmaster employees into the plant, Mr. Margolis put the question to you, did not Mr. Sparrowk say to you that neither you or Mr. Williams was going to do the hiring for the plant. My question of you is did Mr. Sparrow in his statement to you allude to Mr. Williams?

A. No, sir, he did not.

Q. What did he say to you?

A. He said you know your organization are not hiring for this plant. [154]

* * * * *

Redirect Examination * * * * *

Q. (By Mr. Mladinov): I would like to pick up this mob point. It is a word that was bantered around.

I believe your testimony was there were about 28 people of Furniture Workers 3197 and about 28 or 30 people, I think you added, who were members of the Upholsterers Local Union 5, whom you led through this line of seven or eight Teamsters fronting the Englander plant on the morning of February 13, 1956. Is that a fairly accurate statement? A. I am sure the number——

(Testimony of John W. Truman.)

Q. (Interrupting) Is my summary of it an accurate statement of your testimony?

A. Yes, it is.

Q. Were these people orderly?

A. Yes, they were.

Q. Was there any undue noise or pushing?

A. None that I saw.

Q. They filed in through the front doors?

A. Yes.

Q. Did they proceed right on upstairs?

A. To the best of my knowledge they did.

Q. Were you with them all the time until you went into the company's office at which the later conversation took place? [155]

A. I was in, near or around them.

Q. Did you notice anything at any time which was disorderly which threatened the company's property or which threatened the comfort or safety of anybody in the plant? A. No, sir. [156]

* * * * *

Trial Examiner: Now, will you tell me what the Washington-Oregon District Council of Furniture Workers, A.F.L.-C.I.O., [159] is?

The Witness: Yes. It is a group of five local unions banded together under what we term a district council, who negotiate on an industry-wide basis over Oregon and Washington labor contracts.

Trial Examiner: Now, specifically referring to 3197, do you know what the relationship is between that organization and the Carpenters, the International Union?

(Testimony of John W. Truman.)

The Witness: Yes, they are an affiliate union of the Brotherhood of Carpenters.

Trial Examiner: Do you know who chartered the organization?

The Witness: Yes.

Trial Examiner: Who chartered them?

The Witness: The Carpenters.

Trial Examiner: What is the relationship between the Council and the Carpenters?

The Witness: It is a district council under the Carpenters.

Trial Examiner: You have been testifying about a mill room. Are you familiar with the inside of the plant?

The Witness: Yes, sir.

Trial Examiner: Specifically as of the time when or immediately preceding the time when the predecessor of Englander at the plant discontinued operations, what kind of employees worked in the mill room? [160]

The Witness: I don't understand.

Trial Examiner: Were they Upholsterers or Furniture Workers or what?

The Witness: The mill room was manned by members of the Furniture Workers Union.

Trial Examiner: What went on in the millroom?

The Witness: The cutting of stock, that is, lumber, doweling, fitting and so forth, making chairs, davno chairs, davno springs, box spring beds, all woodworking in connection with the manufacturing of that type of furniture.

* * * * *

(Testimony of John W. Truman.)

Redirect Examination

Q. (By Mr. Boyd): What were the other classifications of workers whom you were representing in dealing with Craftmaster apart from those who worked in the millroom because it is a latent issue here?

A. The shipping and receiving floor, the boiler-room and carloaders and unloaders, lumber handlers.

Q. When you talked with Mr. Sparrowk on January 26, the first occasion of discussing with him your interest in that problem, I understood your testimony was that Sparrowk made some statement that if the Furniture Workers represented the people who worked in the millroom that he would agree to recognize you, is that correct? [161]

A. He said that he would recommend to his superiors that we be recognized.

Q. He would make that recommendation?

A. Right. [162]

* * * * *

WILLIAM F. EVANS

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination * * * * *

Q. (By Mr. Boyd): What is your employment and where is your office?

A. I am the executive secretary of the Washington-Oregon District Council of Furniture Work-

(Testimony of William F. Evans.)

ers, A.F.L.-C.I.O. My office is at 1322 South Fosssett Avenue, Tacoma, Washington.

Q. How long have you held that office, how long have you held the office of executive secretary?

A. Two years and ten months.

Q. I first hand you a document marked for identification General Counsel's Exhibit No. 6 and ask you whether you can identify that and, if so, what you identify it as being.

A. This is the 1955-'57 working conditions agreement between the Furniture Manufacturers of Washington and Oregon whose names appear on the back page and the Washington-Oregon District Council of Furniture Workers and its affiliated unions. [164]

Q. Is that a true copy of the original document?

A. I note it is not a signed copy but I will swear to its being a true copy inasmuch as it was typed, mimeographed and put together in my office.

Q. Under your direction?

A. Under my direction.

Q. The original of it did you sign?

A. The original is signed by myself and the business representatives of the affiliated unions and the representatives of the Industrial Conference Board, Mr. Muckey and Mr. McCulloch.

* * * * *

Q. (By Mr. Boyd): When, Mr. Evans, was the

(Testimony of William F. Evans.)

first occasion you had to talk with any representative of The Englander Company? [165]

A. Well, the first meeting that I had with any representative of The Englander Company as regards this particular controversy was on February 13.

Q. February 13? A. That is right.

Q. Prior to that time had you had any correspondence with the company? A. Yes.

Q. When did you first have correspondence with the company?

A. Could I deviate a little from my answer here as to when I was notified and how I sent my correspondence or would you want a direct answer on the matter?

Q. Let's see what you have in mind. I don't know what you have in mind.

A. Well, I first heard that Craftmaster Company were planning on selling the plant to The Englander Company on January 9, '56, late in the afternoon. On January 10, which I believe was a Tuesday—my daily report record indicates that it was a Tuesday—I went to Portland to confer with an attorney which we maintain in Portland as to the importance of our successor and assignee clause. [166]

* * * * *

Q. What did you do after you had this discussion?

A. On January 11 I wrote a letter to The Englander Company at 6425 San Leandro Avenue,

(Testimony of William F. Evans.)

Oakland, California. I also sent copies to the Craftmaster address in Seattle, directed to The Englander Company, and I sent a copy of the same communication to the Northwest Terminal Sales Building, Portland, Oregon. [168]

* * * * *

Q. (By Mr. Boyd): Is this document which for identification is marked General Counsel's Exhibit No. 7 a true copy of the letter to which you have testified? A. Yes.

Q. Was that letter sent by regular or registered mail? A. Registered mail, return receipt.

* * * * *

Trial Examiner: It will be received. [169]

* * * * *

Q. (By Mr. Boyd): What, if any, response did you get to this letter?

A. It was never answered.

Q. Did you get any response by any means other than correspondence? A. None.

Q. What did you do when you failed to get a response to this letter?

A. I waited until I thought a reasonable amount of time had elapsed for them to at least receive the communication in Seattle and then I came to Seattle and conferred with the local business representative, Mr. Kissick.

Q. That is Carl Kissick?

A. Carl Kissick. That was January 12, in the afternoon.

(Testimony of William F. Evans.)

Q. And as a result of that conference what did you do, if anything?

Mr. Bassett: Pardon me. Has that exhibit been identified?

Trial Examiner: General Counsel's 7.

Mr. Bassett: Thank you.

Q. (By Mr. Boyd): As a result of the conference what did you do, if anything?

A. Well, we established a picket line on the 13th.

Q. On Friday, the 13th of January—

A. Friday, January 13.

Q. (Continuing) —at the time when you established the picket [170] line, were the premises of the plant being picketed? A. Yes.

Q. And by what organization and for what period of time, if you know?

A. Local 5, Upholsterers.

* * * * *

Q. (By Mr. Boyd): After you established your picket line, what then transpired insofar as your dealings with The Englander Company or any of its representatives?

A. Possibly I should clarify my position in this matter. As a District Council, secretary, if I may do that—

Q. My question of you was what did you do.

A. Well, that is what I am leading up to.

Trial Examiner: Well, do you have to in order to tell us what you did?

The Witness: Yes, really, I think—I only work in a coordinating capacity and therefore I turned

(Testimony of William F. Evans.)

the picketing over to 3197, and I contacted the International Brotherhood of Carpenters and asked that Mr. Truman be assigned to the case.

Q. (By Mr. Boyd): And then he was assigned?

A. Then he was subsequently assigned.

Q. Did you personally have any contact with the company prior to his assignment? A. No.

Q. After he was assigned when did you have your first contact with the company?

A. The morning of February 13.

Q. That has reference to this date to which Mr. Truman testified? A. Right.

Q. Will you state your recollection in detail of what transpired on that date?

A. Well, I was a few minutes late getting there, and when I arrived at the plant, which I think was around 10 minutes after 8, the only people in front of the building were supposedly Teamsters. I only knew one of them so I could only say in my own way that one of them was a Teamster representative. I went up into the office on the upper floor—I don't know which floor you identify this as, but I believe it is the second floor.

Q. Is it the floor on which the main office is?

A. That's right.

Q. All right, let's call it that.

A. Mr. Kissick, Mr. Truman, were standing outside at the desk there, and there were several people, I believe, who were making applications for employment. I knew none. Mr. Truman [172] was then called into Mr. Sparrowk's office, which

(Testimony of William F. Evans.)

was around the corner to the right. I was not called in. I don't believe that anybody knew who I was up to that point. I heard some loud talking in there and I went in on my own volition, and Mr. Sparrowk was talking to Mr. Truman and was quite upset over Mr. Truman taking some of the employees into the factory. And the part of the conversation which I heard was that he was telling Mr. Truman that he nor his organization were going to do their hiring.

Trial Examiner: That Mr. Truman and his organization wouldn't do the company's hiring?

The Witness: That is right.

Trial Examiner: All right.

A. At this time I recall very distinctly that I had been in Seattle on Friday, the 10th, at which time the Teamsters organization was calling members of Local 3197, telling them to come up to the Teamsters Hall——

Mr. Bassett: Just a minute. I object to that as hearsay.

The Witness: It is not hearsay.

Trial Examiner: Excuse me, this may be a fact, although we may call it hearsay we will find out in a moment.

You had better lay a foundation for this, if you are moving to strike what he said about the Teamsters calling the people I am going to grant the motion. You can go into it, if you want to, Mr. Boyd. [173]

Mr. Boyd: Let me find out specifically.

(Testimony of William F. Evans.)

Q. (By Mr. Boyd): Mr. Evans, from what source did you get this information that you are about to testify to?

A. Well, I have some notes which I was keeping during the day and I have one in particular which I made on that day and which I was in one of the offices of the National Labor Relations Board, and one of the members of Local 3197 had called the Furniture Workers' office about this matter of the Teamsters calling them to go to work, and they referred the call up here because they knew I was here, and I took this call——

Q. (Interrupting) Who was calling?

A. Jeanette Testerman.

Q. And Jeanette Testerman, what relation did she have to your Local 3197?

A. She was a member and a former employee of Craftmaster.

Q. So this information that you got you got from this employee, this former employee?

A. Right.

Trial Examiner: The information he got, by the way, has been stricken.

Mr. Boyd: I understand that. You asked me to lay a foundation and I am trying to do that, to show if it is basically hearsay.

Q. (By Mr. Boyd): But based upon such information you got prior to the 13th, what did you do on the 13th? Let's get back [174] to the 13th now.

(Testimony of William F. Evans.)

A. You are referring to our presence in Mr. Sparrowk's office?

Q. That is right.

A. I explained then to Mr. Sparrowk and Mr. Hunt, who were present, and Mr. Williams was sitting in the room also, but I was talking to Mr. Hunt and Mr. Sparrowk, and told them that there was a misunderstanding because, if anybody was responsible for the members of Local Union 3197 being down there to go to work that morning, it was the Teamsters, and specifically Mr. Williams and others of his staff whom I don't know.

Q. What, if anything, did you say to Mr. Sparrowk or Mr. Hunt that Mr. Williams had been doing? Let's get at it that way if it came in that way.

A. I said apparently Mr. Williams is acting as your personnel manager.

Q. Did you explain to them why that was apparent? Did you specify why that was apparent?

A. Well, I said it was apparent because he had been calling our members February 10 and Saturday, February 11, telling them to come up to the Teamsters Hall, clear through the Teamsters Hall, sign whatever papers was necessary, and they would be able to go to work on Monday, February 13. That is the information. [175]

* * * * *

Q. What more was then said?

A. I believe at that time, although I am not absolutely positive, but I believe at that time that

(Testimony of William F. Evans.)

Mr. Sparrowk left the room to talk to the employees who were assembled out in the factory. I believe that is true. I won't say it for sure.

Mr. Margolis: Mr. Examiner, may I ask a question on voir dire preparatory to a motion?

Trial Examiner: All right, sure.

Q. (By Mr. Margolis): Was Mr. Sparrowk in the room when you made that statement about Mr. Williams being the personnel manager?

A. I am sure he was.

Q. And did he then respond to your comments?

A. The only person I can recall who answered me was Mr. Hunt.

Q. Was Mr. Sparrowk out of the room at that time? A. I am not positive.

Trial Examiner: Excuse me a minute. I think that this is——

Mr. Margolis: I move to strike.

Trial Examiner: Do you want to strike?

Mr. Margolis: I move to strike, and on the ground that it is a voluntary statement which is hearsay and there was not any opportunity for refutation so therefore we are not saddled with [176] his gratuitous comment.

Trial Examiner: Excuse me a minute.

Mr. Boyd: I want to be heard on that.

Trial Examiner: You don't have to be. I will deny the motion.

* * * * *

Q. (By Mr. Boyd): After this remark was made what occurred?

(Testimony of William F. Evans.)

A. Mr. Hunt said Mr. Williams had the right to call these people inasmuch as the Teamsters held an agreement with The Englander Company. [177]

* * * * *

Q. Were you present during any discussions on that day or prior to that time with Mr. Williams or any other person connected with Local Union 117?

A. Yes. One day I accompanied Mr. Al Gord of the Upholsterers, Mr. Ralph Royer, Mr. Carl Kissick—

Q. Royer is with whom?

A. He is with the Upholsterers.

Q. And Carl Kissick is with whom?

A. Local Union 3197; Mr. John Truman of the Brotherhood of Carpenters, I accompanied them to Mr. Williams' office.

* * * * *

Q. Is this the same meeting with Mr. Williams to which Mr. [178] Truman testified as having occurred on February 6? A. No.

Q. Oh, well, then, you fix the date of this meeting that you are referring to.

A. No, I don't seem to have indicated here what day this was.

Q. All right, you fixed the place as being in Mr. Williams' office. Will you recount, please, what transpired there? Who was with Mr. Williams, if you recall?

A. In the beginning I believe we just talked to

(Testimony of William F. Evans.)

Mr. Williams alone. He later went into a larger meeting room and called in Mr. Sweeney.

* * * * *

Mr. Boyd: Will you stipulate, Mr. Bassett, that John [179] Sweeney is the secretary-treasurer of the Western Conference?

Mr. Bassett: Yes, I will do that.

Mr. Boyd: All right.

* * * * *

Q. (By Mr. Boyd): What happened in Williams' office before you went and got Sweeney, what was your discussion?

A. Mr. Boyd, I was not leading in the discussion, I was merely [180] in there as a spectator inasmuch as this meeting that day was primarily a discussion between Al Gord and Mr. Williams over the efforts of the International to come together on this so-called mutual assistance pact which the two Internationals have. So I was merely there as a spectator, I said nothing.

* * * * *

Q. (By Mr. Boyd): All right. After Sweeney came in do you remember what transpired?

A. Well, yes, I do but I still say it was not my conversation and I don't remember what took place there.

Q. In other words, what you are saying is there was a discussion concerning some proposed agreement between the International Union of the Upholsterers and the Teamsters? A. Right.

* * * * * [181]

(Testimony of William F. Evans.)

Q. (By Mr. Boyd): Mr. Evans, as a result of that which resulted on the morning of February 13, at the plant, what, if any, action was taken by Local 3197?

A. We decided to call our pickets off.

Q. When was that decision made?

A. Right around noon on the 13th.

Q. And when were the pickets taken off?

A. I think they were taken off at noon.

Q. What further action, if any, was taken by Local 3197?

A. We called all the members into a special meeting on [182] February 14 at 10 a.m. at the Labor Temple. We didn't insist that those who were already employed at Craftmaster put in an appearance.

Q. At this meeting what action was taken?

A. Well, as I recall, we explained to these people who were present, these members who were present, rather, that the plant was apparently opened and the Upholsterer's members were going back to work, that some of our members had gone back to work, and that the Teamsters had brought in some people who were hired, therefore we thought it was advisable for them to seek employment with the company, and we advised all of them to contact the company and ask for their jobs back.

Q. Now, this was around 10 o'clock on the morning of February 14? A. Right.

Q. Did you give them any further instruction

(Testimony of William F. Evans.)

with respect to what they should do at the company's office or any place else? * * * * *

Trial Examiner: * * * * * Tell us what you told the people, if anything, in addition to applying for their jobs. [183]

A. We told them if it was necessary to clear through the Teamsters Union, Local 117, to do so, under protest.

Q. (By Mr. Boyd): Is that the extent of the instruction that you gave them?

A. That is the extent of our instruction.

Q. One thing more, Mr. Evans. Can you state from your own knowledge approximately how many of the members of 3197 were being employed by Craftmaster up to this time when Craftmaster made the deal with The Englander Company?

A. Thirty-five.

Q. And were those 35 being employed fairly regularly right before that time, or do you know?

A. Yes, I have accurate records of it. [184]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Margolis): Mr. Evans, what was the purpose of sending this letter of yours dated January 11, which has been marked and received as Exhibit 7?

A. I think the letter is self-explanatory, isn't it?

Trial Examiner: Excuse me, Mr. Evans, counsel is asking you a question, without objection or some other observation it is your duty to answer it, if you can.

(Testimony of William F. Evans.)

A. To acquaint them with the fact that we had a labor agreement with the Craftmaster Company which contained a successor and assignee clause, and along with that, I believe in the communication, we asked for a meeting with them to discuss our position.

Q. (By Mr. Margolis): The letter was sent in good faith so that you could sit down and discuss the situation with them? A. Right.

* * * * *

Q. You are sure that letter was mailed on the 11th of October, or, correction, the 11th of January? [187] A. I am sure it was.

Q. And you never got any response to that letter, is that correct? A. No response.

Q. All right, when did pickets for Local 3197 first appear at the plant in question?

A. January 13.

* * * * *

Q. Now, your recollection of this conversation on February [188] 13 at the plant is quite clear, is it, Mr. Evans? A. Yes, it is.

Q. You had some notes, I believe, of the various steps that had taken place during these discussions? Did you, sir?

A. Well, on certain phases of it, yes.

Q. Certain things that were important. You kept sort of a running diary?

A. I kept a report of who I met.

Q. And generally what was discussed?

A. Not in all cases, no.

(Testimony of William F. Evans.)

Q. Could I see that daily report, please?

A. Well, it is rather a personal deal but it indicates the days on which I was at Craftmaster, starting with January 10.

Q. Yes, could I see it, please? A. Yes.

* * * * * [189]

Q. (By Mr. Margolis): This paper you handed me is for February, 1956, actually it is an expense record, isn't it, Mr. Evans? A. Yes.

Q. And it shows on February 13, Seattle and return, Englander in the morning and 3197 in the afternoon of February 13. You have other papers here that have some notations pertaining to the February 13 meeting, have you not?

A. No, I don't believe I have other than I grouped the trips that I made so I didn't have to go through this (indicating), off of this (indicating).

Q. Now, actually there is a sheet here that has an entry of February 13, it says went into Sparrowk's office——

A. (Interrupting) John, I, and Williams. [191]

Q. "John, I, and Williams"? A. Yes.

Q. Do you have any records here that indicate anything as to what Mr. Hunt had said in the plant that date? A. No.

Q. So there is nothing available here that would refresh your memory as to the conversation there?

A. No.

Q. Whom did you look to when you entered the plant as being the representative for Englander for

(Testimony of William F. Evans.)

the purpose of negotiating this matter, Mr. Evans?

A. Well, at that particular time Mr. Truman was in the case and I merely went into Mr. Truman.

Q. But in regard to the company's representative, who was that?

A. That would be Mr. Sparrowk.

Q. Mr. Sparrowk? A. Yes, surely.

Q. Did you know what authority, if any, Mr. Hunt had with reference to matters pertaining to labor negotiations on behalf of The Englander Company? A. Not at that time, no.

Mr. Margolis: Mr. Examiner, at this juncture I move to strike as hearsay and not binding on the respondent employer the alleged statement of Mr. Hunt's that it would be O.K. for [192] Mr. Williams to hire as the Teamsters had an agreement, on the ground that there is no authority shown for his making such a statement, if he did make it.

Trial Examiner: Well, does this witness have to show the authority?

Mr. Margolis: I submit that it is hearsay otherwise.

Trial Examiner: I am satisfied that there is a prima facie foundation in the record apart from this witness' testimony requiring me to deny the motion.

Mr. Margolis: Exception. [193]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Bassett): Did you tell the Local

(Testimony of William F. Evans.)

that you had written a letter on January 11 and that you hadn't received any answer from it?

A. I am sure I did, yes.

Q. When did you tell them that?

A. I don't recall exactly.

Q. But you must have told them before the 11th? A. Surely I must have. [194]

Q. And how long did that picketing continue?

* * * * *

A. The picketing continued until February 13.

Q. (By Mr. Bassett): Who was being picketed commencing January 11, Craftmaster or Englander, or do you know? A. I don't know really.

Q. You don't know, you just picketed the building?

A. Picketed the building, that is right.

* * * * *

Q. What was the purpose of your picketing, what were you trying to do or accomplish by it?

A. Well, I don't know how to identify it. The signs, as you know, said "Unfair", whether it was an organizational picket [195] line or what it was I don't know.

Q. Were you trying to secure employment for those people who were out of work? Was that the purpose?

A. At that point I don't know.

Q. You don't know what the purpose of it was?

A. No.

Q. And when did that picketing terminate?

A. February 13. [196]

* * * * *

(Testimony of William F. Evans.)

Redirect Examination * * * * *

Q. (By Mr. Boyd): What dates do your return receipts show the receipt of the letter of January 11 by the different addressees?

A. Received on January 13. [199]

* * * * *

RALPH ROYER

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination * * * * *

Q. (By Mr. Boyd): Mr. Royer, what was your employment in January of 1956?

A. I worked as an upholsterer for Craftmaster.

Q. How long did you work for Craftmaster?

A. Since August 26 I hired in. I worked from August 28, 1946, to January 10, 1956.

Q. Did you have any connection with any labor organization?

A. I was the business agent for Upholsterers 5 Local Union. [203]

Q. How long had you served in that capacity?

A. Since June 9, 1954.

Q. Mr. Royer, during the first ten days of January, 1956, approximately how many people were employed in the upholstery department by Craftmaster, if you know?

A. My local at Craftmaster had 71 people according to our health and welfare form that the

(Testimony of Ralph Royer.)

company sends in, that covers the sewers, the mattress room and the upholsterers.

Trial Examiner: Those are members of your union?

The Witness: Yes.

Trial Examiner: Do you know how many of the people who were employed in the upholstery department—whether or not they were members of your organization?

The Witness: They were all members of our organization.

Q. (By Mr. Boyd): Were they all being employed during that ten-day period?

A. That is right.

Q. When did your employment there terminate?

A. Twenty minutes after 4, January 10.

Q. And by what notification?

A. The foreman, Bill Moore, came out and gave us our check and termination slips. [204]

* * * * *

Q. (By Mr. Boyd): What did you do on that morning of the 11th of January after you had some telephone calls?

A. I went down to the Labor Temple and sat and waited for the members to come and after listening to them I called Philadelphia, our International, to Sam Hoffman, a quarter after 10 that morning and talked to him, and then at 12 o'clock I put another call to him, me and Mr. Al Gord, and we were instructed or I was instructed, rather, to put the pickets out there, and so I put them out, oh,

(Testimony of Ralph Royer.)

about 12:30 or quarter to 1 by the time they got down to the plant.

Q. That is on Wednesday, the 11th of January?

A. Correct.

* * * * *

Q. When did you next return to the plant?

A. On a Monday — I was down there directing the pickets for awhile up until we got what we call a picket captain. But the first time I went in the plant after that was on Monday, the [207] 16th, a bunch of us went in there.

Q. Very well, what time was it you went in on Monday, the 16th?

A. Oh, somewhere around 8 o'clock. It was opening-up time. We heard rumors that they were going to hire a bunch of people so we all went in to apply for that job.

Q. Who was in the plant when you went in?

Mr. Bassett: What was the date?

Trial Examiner: January 16.

A. Who was in there to talk to us you mean?

Q. (By Mr. Boyd): Yes.

A. As I recall, the old force was all there, because I had talked to Bill Moore, and I had spoke to Ed Hunt there, and — Mr. Sparrowk come out and give us a talking to out on the floor. [208]

* * * * *

Q. (By Mr. Boyd): You say that he made that clear. What was the question that was raised, that was addressed to him by one of those persons attending that session?

(Testimony of Ralph Royer.)

A. As I recall it, somebody raised a question on the floor there about whether they had to join the Teamsters Union or not.

Q. Do you recall whether Mr. Sparrowk made a response to that question?

A. No, I don't recall right off.

Q. Had you personally talked with Mr. Sparrowk before the time when Mr. Sparrowk talked to this group that you were one of on the morning of January 16?

A. The first time I talked to Mr. Sparrowk was, Mr. Evans, Johnny Truman, Carl Kissick, and myself was, in his office there, and if I am not mistaken I seen Brother Williams in there that morning, and we went into Sparrowk's office for a few minutes and talked to him and got nowhere and then we went out. [211]

Q. What is the morning that you refer to now, what is the date?

A. The exact date I don't know, all I know is that it was a Monday because that is one of the days we had the group there. We had them on three different Mondays. We heard that they were going to hire a crew and on Monday they showed up.

Q. Will you relate to us that which developed in the conversation among you on this date that you now have in your mind?

A. The only thing I can recall is that Mr. Truman and Mr. Sparrowk didn't seem to get along, a couple words said, and Mr. Sparrowk let him know

(Testimony of Ralph Royer.)

that he didn't invite us down there and we just plainly got nowhere and that was about it. Brother Williams came in and sat down, and my Local, my International, has a pact with the Teamsters, and, of course, I was thinking that it would be settled by the International headquarters, Philadelphia, Florida, or somewhere.

Trial Examiner: Was all this spoken about at this meeting?

The Witness: No, sir.

Trial Examiner: Let's forget about the pact. Tell us the conversation and what happened.

The Witness: The only thing I remember, Mr. Sparrowk told Johnny Truman that he didn't invite us down there.

Q. (By Mr. Boyd): Are you able to fix this date in relation to when the plant operations resumed?

A. We went down on a Monday—you mean when Englander started [212] to work, is that it?

Q. Yes, that is right.

A. We went down on a Monday with the whole crew down there to go to work. They didn't hire anybody so I held a special meeting called at the Labor Temple at 10 o'clock that morning, and I invited Mr. Williams to attend the meeting along with—of course Al Gord was working with me from Local 6 Upholsterers, but Mr. Williams came in there and Bombadier and another guy that was with them.

Trial Examiner: Did you want to leave Mr. Sparrowk's office?

(Testimony of Ralph Royer.)

Mr. Boyd: He is identifying the date of his meeting in Mr. Sparrowk's office and he is doing it by reference to another meeting.

Trial Examiner: I would assume that unless shown to the contrary that this was on February 13.

Mr. Boyd: I think it is.

Trial Examiner: You have already had two witnesses testify to that and here is a third witness that testifies, although in abbreviated form, that feelings were not so good. We know this is February 13. Maybe they will come along with another version but Mr. Sparrowk has testified to that.

Mr. Boyd: That is right. I do desire this witness to proceed with his own union meeting on the morning of February 13. [213]

Trial Examiner: All right, go ahead.

A. I told the members that I had received a wire from the International saying that we were to work or that the former Craftmaster employees was to work under the Teamsters' jurisdiction but to remain members of Local 5, still to stay in our Local 5 books, but they were to work under the Teamsters' jurisdiction.

Mr. Margolis: Mr. Examiner, I move to strike as being hearsay. It certainly can't have any probative value in this case.

* * * * *

Q. (By Mr. Boyd): Did you say that Mr. Williams was present? A. That is right.

Q. Mr. Williams of the Teamsters Union was present during this meeting?

(Testimony of Ralph Royer.)

A. He was present. We had him there to talk to our members.

Mr. Bassett: I withdraw my objection on the ground of hearsay.

Mr. Margolis: As I understand it, Mr. Examiner, the [214] witness is relating the contents of a wire that he had received from his union, and that is hearsay on any grounds.

Trial Examiner: All right. I am going to strike what this witness testified to about the contents of any wire. I suggest that you go ahead and you re-frame your question as to what happened at this meeting. Now, it may be that something was done about the wire, I don't know.

* * * * *

Trial Examiner: Before you exclude Mr. Williams from that meeting and sent him on his way, tell us what, if anything, happened up until the time he left, at the meeting.

The Witness: Well, he just more or less explained the Teamsters' deal in there and the exact words of what Mr. Williams said in there, as I said, I had no record with me on it.

Trial Examiner: You seem to be the only one who is concerned with exact words and complete identification of detail, and I will tell you frankly that of the witnesses we have had thus far you are giving us less than anybody else of detail. [215] Instead of telling us that you cannot remember the exact words of anything give us your best recollection, if you have one.

(Testimony of Ralph Royer.)

The Witness: The best recollection I have there is that they talked on their pension plan that they had.

Trial Examiner: Who talked?

The Witness: Mr. Williams, and their insurance, he told them that they had an insurance plan and pension plan and also that they had contracts with The Englander Company down in California.

Q. (By Mr. Boyd): That was the extent of Mr. Williams' remarks? A. Yes.

Q. Even though you repeat what you have said previously, what was your remarks to your membership while Mr. Williams was there?

A. I made no remarks to our members when Mr. Williams was there. I just had Mr. Williams talk and Mr. Gord and I conducted the meeting, until after the Teamsters left.

Q. All right, what did Mr. Gord say, then, to the members while Mr. Williams was still there?

A. Well, Mr. Gord talked on the telegram that was sent to us about working.

Q. All right, what did Mr. Gord tell the members in Mr. Williams' presence that was in the telegram, what did he say that was in the telegram?

A. He told him that we were to instruct our members to go to [216] work under the Teamsters' agreement, under the Teamsters' agreement but still remain members of Local 5.

Q. In Mr. Gord stating this to the members did he say by whose authority that instruction was being given?

(Testimony of Ralph Royer.)

A. It was signed by Sam B. Hoffman, International President.

Q. Do I understand correctly that Mr. Gord read this telegram to the employees or did he merely explain its contents to the employees?

A. I don't know if he read it now or not, I couldn't recall for sure.

Q. Incidentally, where is Mr. Gord today?

A. Philadelphia.

Q. Was there more, was there anything more, that was explained to your members as to what they should do or what was to transpire thereafter?

A. Not until after the Teamsters left and then I took a vote on it with our membership.

Q. And you voted on what issue?

A. We voted to send the members back or send the members to work under the Teamsters' agreement, and then that afternoon, why, we had another meeting in the Teamsters hall with our members.

Q. I didn't hear the end of your answer, I am sorry.

A. In the afternoon we had a meeting in the Teamsters hall with our members, Mr. Williams conducting the meeting there. [217]

Q. And what transpired at that meeting?

A. Well, he read over—I don't know how to put it. Not a signed contract, just a contract that they have up and down the Coast and to other plants, he read that to the members.

Q. You say it was not a signed contract, is that right?

A. No, I don't think it was.

(Testimony of Ralph Royer.)

Q. It was the form of a contract, is that it?

A. Yes.

Q. After having read this what did he do or say?

A. He answered questions for the members.

* * * * *

Trial Examiner: Now, excuse me a minute.

About how many of your members who had worked for Craftmaster were present at the first meeting you described which was attended by Mr. Williams, your meeting?

Trial Examiner: I had them all present there but six, and we had seventy-one in the Craftmaster plants, so that would leave sixty-five.

Trial Examiner: I am not too clear of the result of the resolution that was put, what was it? [218]

* * * * *

The Witness: The vote was 100 per cent to go to work under the Teamsters' agreement.

* * * * *

Trial Examiner: All right, the Teamsters' agreement with whom?

The Witness: Warehousemen's Local 117.

Trial Examiner: All right. Now, at this subsequent meeting at which questions were asked and answered by Mr. Williams about how many of your members were there?

The Witness: Well, it was still the same bunch that we had in the morning. They were all there, all but six of them.

* * * * *

(Testimony of Ralph Royer.)

Q. (By Mr. Boyd): Do you recall the questions that were put to Mr. Williams and the answers which he made to those questions?

A. I would say the majority of the questions were on the pension plan. [219]

Q. As a result of the meeting that was held at the Teamsters hall that afternoon, what then developed, what then took place?

A. Right off I will have to think a little bit.

Mr. Bassett: If it will help by leading him, go ahead and lead him. I don't know what you have in mind when you say result.

A. I think I can answer it. They have filled out some sort of a form. I never saw the form, I don't know what it is.

Trial Examiner: Who filled it out?

The Witness: The members did of Local 5.

Q. (By Mr. Boyd): You say you did not see this form? A. No, I didn't.

Q. All right, up to this time had the Upholsterers Union continued in their picketing activities?

A. Friday night—let's see, the 13th was on a Monday—do you have a calendar there?

Q. Do you have reference to the Friday preceding the 13th? A. Yes, that is right.

Q. I show you a calendar of February '56.

A. The 10th would be our last picketing day.

Q. Picketing ceased on the 10th?

A. That is right.

Q. Under what circumstances was it the picketing ceased at the plant?

(Testimony of Ralph Royer.)

A. We never picketed the plant on Saturday. And on Monday [220] we went in to apply for a job and then I called a meeting at 10 o'clock. I didn't have no pickets out there because I wanted even the pickets to attend the meeting.

Q. When after your meetings on Monday, the 13th, was it that your people were assigned to work?

A. I think it was the following day.

Q. The 14th? A. The 14th.

Trial Examiner: Had any of them worked in the plant for The Englander Company before this?

The Witness: No.

Q. (By Mr. Boyd): Were these people who were assigned to work on the 14th people who had been in the employ of Craftmaster until the time when Craftmaster ceased its operations?

* * * * *

Trial Examiner: No, do you understand the question?

The Witness: I doubt that I do yet.

Trial Examiner: There is no sense thinking about a question that you don't understand.

The question is this, those people who went to work after the meeting with Mr. Williams, were they people who had been [221] working for Craftmaster immediately prior to the time Craftmaster stopped operating?

A. Yes, all the people attended the meeting and was hired back in, well, no, not all of them. The company did have about five or six people working

(Testimony of Ralph Royer.)

there all during the strike we had or all during the picket, I should say.

Trial Examiner: Were they members of your organization?

The Witness: They were not members of our organization.

Trial Examiner: We have gone up another little highway and let's get off of it.

I am referring to the people who went back to work or who went to work, after the meeting with Mr. Williams, were they people who had been working for Craftmaster just before it stopped operating.

The Witness: Yes. * * * * * [222]

Cross Examination

Q. (By Mr. Bassett): I think you said at the meeting that was held with the Teamsters by your members when Mr. Williams addressed them they took a vote after he addressed them and voted unanimously to go to work under a Warehousemen's agreement such as he had read to them?

A. I recommended that vote.

Q. You recommended that. And I think you said right after that while they were still there at that meeting they filled out forms?

A. The vote we took was at my own meeting. We didn't take no votes at Mr. Williams' meeting.

Q. Well, did they fill out any forms, then, at Mr. Williams' meeting?

(Testimony of Ralph Royer.)

A. Yes, some sort of a form.

Q. You don't know what it was?

A. I don't know, I didn't see it.

Q. You don't know that it was application for membership?

A. I didn't see it. I went down and was talking to Mr. Williams and some of the other people.

Q. Did you see any one pass these forms around?

A. One of the Teamsters had it, I don't recall his name now, [225] but he had them and they went up on the stage, the members did. I walked away from the members so it wouldn't have any bearing on them.

Q. Did you leave before your members left that meeting? A. Yes.

Trial Examiner: Did you sign a form?

The Witness: No. I put application in at the plant at the time the guys did but I didn't put no form in.

Mr. Bassett: I am sorry, I didn't hear that last.

Trial Examiner: Put in an application at that plant.

To whom?

The Witness: We all put in application.

Trial Examiner: Application for what?

The Witness: To work.

Trial Examiner: Did you sign any form for the Teamsters of any kind?

The Witness: No, I did not.

Q. (By Mr. Bassett): Do you know how many

(Testimony of Ralph Royer.)

of your members signed application, membership application, forms, on that day?

A. I think they all signed the forms, whether membership forms or not, they all signed.

Q. They all signed it?

Trial Examiner: Except you?

The Witness: That is right. * * * * * [226]

Trial Examiner: By the way, do you know about how many people of your members went back to work after this meeting with Mr. Williams?

The Witness: I think they all got back but 17 of them, as far as my records show. Some of them wasn't called back and some wouldn't go back. [227]
* * * * *

DONALD GRANGER

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination [232]

Q. (By Mr. Boyd): Your name?

A. Donald Granger.

Q. Where were you employed in January of 1956?

A. Craftmaster.

Q. And in what capacity?

A. Upholsterer.

Q. How long had you been employed by them prior to that?

A. I originally started there in 1950, August.

Q. Did your work there terminate?

A. Yes, it terminated in January.

(Testimony of Donald Granger.)

Q. And do you recall the date on which it was terminated? A. The 10th.

Q. By what notification were you terminated?

A. Letter, slip.

Q. And by whom was it delivered to you?

A. Bill Moore.

Q. Who was Bill Moore?

A. He was the foreman.

Q. What, if anything, did he say to you when he delivered the slip to you?

A. All he says was he didn't know what would happen from here on out, just have to wait and see what the score would be.

Q. He was the foreman of Craftmaster at that time? A. Right.

Q. Did you have any further communication from Bill Moore? [233]

A. Well, he called, I believe it was, on a Tuesday—

Q. Let me get a calendar before you so that you will not be confused as to dates. January of 1956, Tuesday, the 10th was Tuesday, and you say that you were terminated on the 10th, Tuesday?

A. I believe he called that night.

Q. He called Tuesday night?

A. Yes. [234]

* * * * *

Q. (By Mr. Boyd): And what did he tell you?

A. He told me to come for an interview, to see Mr. Sparrowk.

Q. And did he say when you should see Mr.

(Testimony of Donald Granger.)

Sparrowk? A. On Wednesday.

Q. That was the next day? A. Yes.

Q. On the 11th of January? A. Yes.

Q. Did you do so? A. Yes.

Q. At what time did you see Mr. Sparrowk?

A. It was around, I'd say, 11 o'clock.

Q. Where did you see Mr. Sparrowk?

A. At Craftmaster.

Q. Where at Craftmaster did you see him?

A. In the office at the shop.

Q. Was this on the lower floor or the main or second floor? [235] A. The second floor.

Q. The second floor? A. Yes.

Q. Was he alone when you talked with him?

A. Mr. Sparrowk?

Q. Yes. A. Yes.

Q. Where in the plant was it that you talked with him?

A. It was one of the offices in the back of the plant.

Q. Were there other employees nearby at the time you talked with him?

A. Yes, there was.

Q. Where were they?

A. They was outside the office.

Q. Waiting outside as you had been waiting?

A. Yes.

Q. Now tell us of your conversation with Mr. Sparrowk, what did you say to him and what did he say to you?

A. Well, he asked if I was working and if I

(Testimony of Donald Granger.)

wanted to come back, and I said yes. Then I asked him how much, you know, the scale would be, and he said it would be the same, and then about the holidays and stuff like that, you know, pay. He said he didn't know for sure about them. Then he says I'd have to go down and clear through the Teamsters before I could go to work, and see Mr. Williams, I believe his name was. [236]

Q. Mr. Williams? A. Yes.

Q. Did he specify the address of the Teamsters that you would go to?

A. It is 522 Dennyway, I believe, Local 117.

Q. He did specify the local number?

A. Yes.

Trial Examiner: The question is did Mr. Sparrowk give you the address.

The Witness: Yes.

Q. (By Mr. Boyd): And your answer was, as you recall it, 522 Dennyway?

A. Yes; I believe it was.

Trial Examiner: Seattle?

The Witness: Seattle, Washington.

Q. (By Mr. Boyd): Did he make any explanation of why you should do that?

A. Well, he says they had some kind of agreement with the Teamsters, that they had been taken care of—I mean employees—that we were coming down to see them, I mean, I guess, that we was coming down.

Q. That Williams knew you were coming down?

A. Yes.

(Testimony of Donald Granger.)

Q. Was there any discussion between you and Mr. Sparrowk concerning dues or initiation fees?

A. He said there wouldn't be any.

Q. Wouldn't be any what?

A. Initiation fees.

Q. There wouldn't be any initiation fee?

A. Right.

Q. Was there any comment about the dues?

A. No, he didn't say anything.

Q. But he did tell you there would be no initiation fee? A. Yes.

Q. Did he explain why? A. No.

Q. What did you say to him when he made that statement?

A. I didn't say anything. I just wrote down the address, and I think I left then.

Q. And when you left where did you go?

A. I went down to the Upholsterers Union.

Q. Did you not go to the Teamsters Union?

A. No.

Q. When you went to the Upholsterers Union, what did you do when you got there?

A. I asked them what was the score. I was an upholsterer, I wasn't a truck driver, a teamster, what should I do.

Q. Were you advised what you should do?

A. Yes.

Q. What were you advised? [238]

A. Just don't sign up.

Q. Not to sign up? A. Yes. [239]

* * * * *

(Testimony of Donald Granger.)

Q. (By Mr. Boyd): Mr. Granger, I make available to you a document for your examination, briefly, and ask whether each of those three pages bear your signature. A. Yes.

Q. And is this the form of an affidavit which you made on the 17th day of January of 1956?

A. Yes, it is. [241]

* * * * *

Mr. Margolis: May I see the witness' statement, counsel?

Trial Examiner: Let the record show that the document from which the witness has refreshed his recollection has been handed to respondent company's counsel.

Did you ever return to work at the plant?

The Witness: You mean to do actual work?

Trial Examiner: Yes.

The Witness: No. [251]

* * * * *

Mr. Boyd: Definitely I expected to offer that the witness was offered a job and didn't take it so there would be no 8 (a) (3) involved as to this witness.

* * * * * [254]

Cross Examination

Q. (By Mr. Margolis): Mr. Granger, this affidavit that you signed was signed on January 17, 1956, is that correct? A. Yes.

Q. And that was here in this building at the offices of the National Labor Relations Board?

A. Right.

(Testimony of Donald Granger.)

Q. And in the presence of Mr. Nowell, a field examiner of the Labor Board?

A. That is right.

Q. And your recollection of what had transpired up until then was certainly clearer then than it is now?

A. That is right.

Q. Or at least as clear, is that correct?

A. Yes.

Q. And Mr. Nowell gave you the opportunity of making a complete statement to him?

A. Yes.

Q. And you read the affidavit before you signed it?

A. Yes, I did. [255]

Q. You felt that it was complete and accurate?

A. Yes, as far as I could remember.

Q. As to what had happened up until the 17th of January?

A. Yes.

Q. Did he give you the opportunity to make any changes, if you wanted to?

A. Yes, he did. [256]

* * * * *

Q. (By Mr. Margolis): Mr. Granger, this may be quite confusing to you, but I just want a simple answer to a simple question. This is a fact, is it not, that there is nothing contained in the affidavit that you have in your hand dated January 17 to the effect that Mr. Sparrowk had told you you should or you had to join the Teamsters Union on January 11, is that correct?

A. No, but he said we should go down there.

Q. The answer to my question, then, is that

(Testimony of Donald Granger.)

there is nothing in that affidavit to that effect, correct? A. Yes. [261]

* * * * *

Q. Did he say that the Teamsters were claiming that they had a master agreement that covered this plant? Or, if you don't recall, just say so.

A. I don't recall that for sure. [262]

* * * * *

Q. You don't recall. Did Mr. Sparrowk indicate to you that there was one agreement covering Englander plants or that there were several agreements with the Teamsters Union?

A. There was a master agreement that covered all of their businesses, plants.

Q. You were given to understand that there was just one? A. Yes.

Q. You had never seen the agreement?

A. No. [263]

* * * * *

Q. But you definitely recall that he did tell you on either or both of those occasions that the locals involved would have to settle their differences or arrive at some understanding?

A. No, I don't believe he said—you mean the first occasion when I had the interview?

Q. On either occasion, Mr. Granger.

A. You mean when I had the interview?

Q. Well, if you prefer to call it an interview. Either the 11th of January or the 16th.

A. On the 11th of January he didn't bring that up at all. [264]

(Testimony of Donald Granger.)

Q. But did he on the 16th?

A. Yes, I think that was brought up.

Q. By him? A. Sparrowk. [265]

* * * * *

Cross Examination

Q. (By Mr. Bassett): Mr. Granger, what are you doing now?

A. I am working for Seattle Pack.

Q. Seattle Pack? A. Yes.

Q. What do they do? A. Meat.

Q. How long have you worked there?

A. Since about the 25th of January. About the 25th of January, I guess.

Q. Who asked you to come here to the office of the National Labor Relations Board?

* * * * *

A. Ralph Royer. [266]

* * * * *

Q. Did Mr. Royer come with you?

A. Yes, he was here.

Q. Did someone else from the Upholsterers Union come with [267] you?

A. There was other employees with me.

Q. Mr. Royer brought several of them up here?

A. Yes.

Q. Now, who was in the room at the time that you gave your statement and to whom did you give it, do you remember the name of the man?

A. It was Mr. Nowell, I believe his name was.

Q. Nowell? A. Nowell.

(Testimony of Donald Granger.)

Q. He was in the room and Mr. Royer was in the room when you were talking to him?

A. Yes.

Q. Was there anyone else in the room?

A. Mr. Gord was.

Q. Al Gord. He is an official of the Upholsterers Union, is he? A. Yes. [268]

* * * * *

JEANETTE TESTERMAN

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Boyd): Your name is Jeanette Testerman? A. Yes.

Q. Where were you employed in January of 1956? A. Craftmaster.

Q. And until when?

A. The 9th of January.

Q. Directing your attention to the calendar for that month, did you say the 9th of January, which was Monday? A. Yes.

Q. When were you given notice of termination?

A. I got my termination in the mail on the 10th of January.

Q. And by whom?

A. Well, it was mailed from Craftmaster's.

Q. Thereafter did you get any further notification from Craftmaster concerning work to be had at that plant? A. Yes.

(Testimony of Jeanette Testerman.)

Q. And from whom? A. Bill Moore.

Q. And when?

A. The 10th of January, that evening.

Q. And by what means were you notified?

A. He called me on the phone.

Q. And what did he tell you?

A. He told me to come in for an interview either on Wednesday or Thursday.

Q. Now, did you go in? A. Yes.

Q. And when did you go in?

A. Wednesday morning.

Q. And with whom did you talk?

A. Mr. Sparrowk.

Q. And where?

A. In a small office in the back of the second floor.

Q. What was your conversation with Mr. Sparrowk?

A. He asked me what my name was and what I had been doing.

Q. Go ahead. What did he say—what developed in the conversation?

A. And he said there probably would be work there shortly, [280] after this inventory was taken, and he said I'd have to clear through Local 117 and see a Mr. Williams.

Trial Examiner: Now, keep your voice up. I could hardly hear what you are saying.

The Witness: Do you want me to repeat it?

Trial Examiner: Did you get it?

The Reporter: Yes, I did.

(Testimony of Jeanette Testerman.)

Trial Examiner: No, don't repeat it. As long as the reporter got it, that is all that is necessary.

All right, continue.

Q. (By Mr. Boyd): Did he explain that statement at all?

A. No; I didn't ask no questions or anything; I just walked out.

Q. What more did he tell you, if anything, at that time, Mrs. Testerman?

A. Nothing at that time that I remember.

Q. Then following that conversation with him what did you do?

A. I called the business agent of Local 3197.

Q. That was the Furniture Workers?

A. Yes.

Q. Had you been a member of the Furniture Workers? A. Well, for 14 years.

Q. Incidentally, are you employed at the present time? A. Yes.

Q. By whom? [281] A. Englander.

Q. By The Englander Company? A. Yes.

Q. And in that same plant?

A. Yes, sir.

Q. After your conversation with Mr. Sparrowk on January 11 and after you had called the business agent of the Furniture Workers, did you have any further contact with personnel at the plant or with Mr. Sparrowk, let me put it that way? Did you see Mr. Sparrowk again?

A. That day you mean?

Q. That day or thereafter.

(Testimony of Jeanette Testerman.)

A. Well, on the 16th of January I did, yes.

Q. And what transpired on the 16th of January?

A. Well, we all went in as a group down there and he talked to us.

Q. And what was it he said?

A. Well, he said that he was sorry that there was no work there at that time, that the inventory hadn't quite all been completed, and, anyway, until the unions were straightened out, because there was a picket line on at that time or had been.

Q. He made some allusion to the picket line?

A. I mean until the difficulty of the unions had been straightened out there wouldn't be work.

Q. What, if any, statement did he make at that time concerning [282] any union?

A. Well, there was questions brought up on the floor as to this master agreement that they have with the Teamsters, and he said as far as he knew that that would cover the Seattle plant, too.

Trial Examiner: Can you remember in words or substance any question put to Mr. Sparrowk about the master agreement? Put it this way: I understand that was brought up in the form of a question, is that correct?

The Witness: Yes. If I remember right, what is this about the master agreement that they have with the Teamsters?

Trial Examiner: Is that the way the question was put?

The Witness: Yes.

(Testimony of Jeanette Testerman.)

Trial Examiner: Do you remember who put the question?

The Witness: I don't remember, there was so many there.

Trial Examiner: Somebody in the group?

The Witness: Yes; either Local 5 or Local 3197 members.

Trial Examiner: Now, will you tell me what, if anything, Mr. Sparrowk replied in response to that question?

The Witness: Well, he said as far as he knew at that time that the master agreement would cover their plant here in Seattle. [283]

* * * * *

Q. (By Mr. Boyd): You have given us your recollection of those things which happened on January 16. Now, thereafter did you return to the plant?

A. We was down as a group on the 23rd.

Mr. Bassett: Will you please speak a little louder?

A. We was down as a group on the 23rd of January.

Q. (By Mr. Boyd): And what did you do at that time?

A. We filled in applications for work.

Q. Were there any conversations between yourself and Mr. Sparrowk—

A. (Interrupting) No.

Q. (Continuing) —or any occasion when Sparrowk addressed the group of employees?

(Testimony of Jeanette Testerman.)

A. Not at that time, as I recall.

Q. Following that date did you have any further contact from anyone concerning employment at the plant?

A. Nobody called me, no.

Q. Pardon?

A. Nobody from the plant called me, no.

Q. Well, did anyone else call you concerning employment at the plant? [286]

A. Well, on February 10 I got a call from Bombadier of the Teamsters.

Mr. Boyd: Can we have it stipulated that Mr. Bombadier holds a position comparable to Mr. Walters of the Teamsters?

Mr. Bassett: Yes.

Q. (By Mr. Boyd): Where did you receive that call and what was the content of the call?

A. I was home at the time he called.

Q. And what did he tell you?

Mr. Bassett: Just a minute. I stipulated to one thing, Mr. Bombadier is an assistant business agent. Now, this lady hasn't testified that she ever met him or knew his voice or anything of the kind.

Trial Examiner: No foundation.

Mr. Bassett: That is right, no foundation.

Q. (By Mr. Boyd): Do you know Mr. Bombadier?

A. Yes.

Q. Now?

A. Yes, I know him now.

Q. Have you talked with him on any occasions since that time?

A. Yes.

Q. Have you talked with him prior to that occasion?

A. No.

(Testimony of Jeanette Testerman.)

Q. On that occasion by what name did this caller identify himself? [287]

A. He said his name was Bombadier.

Q. Since the occasion of the telephone call have you had any opportunity or has there been any incident of your talking further with Bombadier?

A. About the phone call?

Q. Yes, about the phone call?

A. On Monday of February 13 I went down to the Teamsters Hall and I talked to him then.

Q. You talked to Bombadier then?

A. Yes.

Q. Will you identify Mr. Bombadier sitting here in the hearing room?

A. He is sitting right there (indicating).

Q. The first gentleman here to the right?

A. Yes.

Q. By virtue of having talked to Bombadier since that time are you able to say that the voice that you heard over the phone identifying himself as Bombadier was the voice of the gentleman whom you have just identified? A. Yes.

Q. Now, will you tell us what Mr. Bombadier told you in the telephone conversation on Friday, February 10?

Mr. Margolis: Mr. Examiner, could we have the same objection on behalf of the employer on the ground that this is a hearsay statement, not made in the employer's presence and [288] not binding on the respondent employer?

(Testimony of Jeanette Testerman.)

Trial Examiner: Well, I will take it as to the union.

Q. (By Mr. Boyd): Will you proceed, please?

A. What was the question?

Trial Examiner: What was the conversation with Mr. Bombadier on the telephone, that is the question.

A. Oh, he asked me if I wanted to go to work on the following Monday. I asked him if the labor dispute was straightened out and he said that they had a contract here and that as far as the picket line that we had on there, it wasn't a legal picket line.

Q. (By Mr. Boyd): The picket line that we had, and when you say we, you refer to whom?

A. The Furniture Workers.

Q. You were at that time still a member of the Furniture Workers? A. Yes.

Q. What did you say to Bombadier in concluding your conversation?

A. I didn't say any more—oh, I asked him if I could call him back.

Q. That concluded the conversation?

A. Yes.

Q. Did you make a report of that telephone conversation with him to anyone else? [289]

A. Yes.

Q. And to whom?

A. I reported it up here to the Labor Relations Board and to Carl Kissick.

Mr. Bassett: I can't hear.

(Testimony of Jeanette Testerman.)

Trial Examiner: Raise your voice, please.

A. I reported it to Carl Kissick and Bill Evans.

Q. (By Mr. Boyd): You say on the following Monday you had a conversation with Bombadier?

A. Yes.

Q. Let's find out what led up to that. When during the day was it that you talked to him?

Mr. Bassett: What day of the month?

The Witness: February 13.

Mr. Bassett: February 13.

Trial Examiner: Now, this is the second conversation with Mr. Bombadier, is that right?

The Witness: Yes. The first one was over the telephone.

Trial Examiner: Yes, all right.

Q. (By Mr. Boyd): And this was, you say, in the afternoon of Monday, the 13th? A. Yes.

Q. On that day and prior to the conversation with Bombadier had you been at the plant?

A. Yes. [290]

Q. And at what time had you gone to the plant?

A. Monday morning.

Q. Will you tell us what transpired that Monday morning?

A. Well, we all went in, or most of them went in as a group again. I mean there wasn't everybody that had worked there before because a lot of them had gone to work some other place.

Q. Did anyone accompany you who was not an applicant for employment? To put it another way, did anyone from your union accompany you?

(Testimony of Jeanette Testerman.)

A. Yes.

Q. Who?

A. Carl Kissick was there and Johnny——

Q. (Interrupting) That is John Truman?

A. Yes.

Q. All right, now tell us what transpired in the plant.

A. Well, we were all up on the second floor, and, as I recall, I think Sparrowk came out and said a few words to us about that they were about ready to open up for work. [291]

* * * * *

Q. Before talking with Bombadier did you have any further conversations, any other conversations, with your own union group? A. Yes.

Q. And when? A. Monday afternoon.

Q. Where?

A. In the office of 3197. [292]

* * * * *

Q. (By Mr. Boyd): You did go to the union hall. You did go and talk with your union representatives, as I understand, is that right?

A. Yes.

Q. What did you do thereafter? Or did you make any contact with either the union or the employer while at the office of the union? Let me put it that way. A. Yes, I did.

Q. And with whom?

A. I called Bill Moore to see if I had a job.

Q. Bill Moore? A. Yes. [293]

Q. Where did you call him?

(Testimony of Jeanette Testerman.)

A. At the shop.

Q. And about what time was it that you called Bill Moore?

A. That I couldn't—it was in the afternoon but what time I sure couldn't tell you.

Q. What did Moore tell you concerning whether you could get work?

A. He said I could go to work the next morning.

Q. Then what did you do?

A. I decided to go over and sign up with the Teamsters. [294]

* * * * *

Q. (By Mr. Boyd): Then what did you do?

A. I went over to their hall late that afternoon.

Q. And with whom did you talk?

A. I saw Mr. Bombadier and Mr. Williams, both. [295]

* * * * *

Q. (By Mr. Boyd): Will you relate, please, what your conversation was with Mr. Bombadier and with Mr. Williams?

A. Well, I couldn't remember everything we talked about. We talked about health and welfare plan that they have and the pension plan.

* * * * *

Trial Examiner: You said something about health and welfare?

The Witness: Yes, they explained their health and their welfare plan and their pension plan and explained to us that I [296] should fill in an appli-

(Testimony of Jeanette Testerman.)

cation, and I signed another slip of paper with everybody's name on that had signed up to go to work.

Q. (By Mr. Boyd): I hand you a document which for identification is marked General Counsel's Exhibit No. 9.

* * * * *

Q. (By Mr. Boyd): I will ask you to examine that and state whether that appears to you to be a true photostatic reproduction of the document that you have now referred to that was signed by several other people and which bears your signature.

A. Yes, that is my signature there (indicating).

Q. You point to your signature as being on the second page in the ninth line? A. Yes.

Mr. Boyd: I offer in evidence General Counsel's Exhibit 9.

Trial Examiner: While counsel are looking at it, were there any other people you recognized there who signed about the time you did?

The Witness: Yes.

Trial Examiner: Who else was there on that occasion?

The Witness: Harold Church was there and John Lanahan.

Trial Examiner: Did they also sign this document?

The Witness: Yes, they did.

Trial Examiner: Did you know them to be employees of Craftmaster? [297]

The Witness: Yes.

(Testimony of Jeanette Testerman.)

Trial Examiner: In what department were they working?

The Witness: Well, John Lanahan works in the warehouse part and Harold Church was an assembler or frame maker for the Craftmaster's, he used to be——

Trial Examiner: (Interrupting) Was that in the mill room that he worked?

The Witness: No, not in the mill room.

Trial Examiner: Did you know of your own knowledge, now, not what you heard, when these two individuals had been members of your union?

The Witness: Yes, I know they had been members of our union.

Trial Examiner: I am referring to the Furniture Workers.

The Witness: Yes.

* * * * *

[See Exhibit No. 9 at page 366.]

Q. (By Mr. Boyd): Are these people whom you have identified presently employed by Englander?

A. Yes.

Q. May I get specifically your best recollection of the time [298] of day and the precise date it was that you signed your name on this document?

A. It was Monday, the 13th, late in the afternoon. I think it was just about their closing time. I don't know whether that is 5:00 or 5:30. They were just about ready to close up, I know.

Trial Examiner: Who was ready to close up?

The Witness: The Teamsters.

(Testimony of Jeanette Testerman.)

Trial Examiner: How did you come to sign this document, General Counsel's 9?

The Witness: This here (indicating)?

Trial Examiner: Yes.

The Witness: Well, it was just one of the things you had to sign, I guess, to go to work, everybody else had signed it.

Mr. Margolis: Just a minute——

Trial Examiner: (Interrupting) I will strike the witness' testimony.

Did you ask for this or did they?

The Witness: No, I didn't ask for this.

Trial Examiner: Who gave it to you? Some person did, I assume.

The Witness: It was either Williams or Bombardier, I don't remember which one now, that handed it to me to sign. [299]

* * * * *

Mr. Boyd: May I at this time request the respondent union to make available to me the application for membership signed by Jeanette Testerman?

Mr. Bassett: I have it right here. I was going to examine her about it.

Q. (By Mr. Boyd): Mrs. Testerman, I hand you a document captioned "application blank," and which will be marked for identification, "G. C. 10."

* * * * *

Q. (By Mr. Boyd): Do you recognize that document and can you identify it?

A. Well, that is my writing on it.

(Testimony of Jeanette Testerman.)

Q. What do you identify it as being?

A. The application. [300]

* * * * *

Trial Examiner: When and where did you sign this?

The Witness: February 13, late in the afternoon.

Trial Examiner: The same time you signed General Counsel's 9?

The Witness: Yes. [301]

* * * * *

Q. (By Mr. Boyd): Was there a contract exhibited to you at that time? A. Yes.

Q. And by whom?

A. Bombadier brought it in.

Q. Was the document which was shown to you at that time one that was a signed document?

A. That I do not recall.

Q. You did not examine it to that extent? [302]

A. No, I didn't.

Q. What did Bombadier say to you concerning this document which he showed to you at that time?

* * * * *

A. I don't recall everything that was said about it.

Q. (By Mr. Boyd): Now, with regard to General Counsel's Exhibit 9 in evidence, which you did sign, you understood by that that you were subscribing to the heading that appeared on the top of each of these pages—

A. (Interrupting) Yes.

(Testimony of Jeanette Testerman.)

Q. (Continuing) —in General Counsel's 9 by signing it, did you not? A. Yes. [303]

* * * * *

[See Exhibit No. 10 at page 368.]

Q. (By Mr. Boyd): Following that afternoon's activity, what did you do the next day?

A. I went to work at noon. I went to a union meeting in the morning.

Q. To whose union meeting?

A. Local 3197.

Q. And that was your Furniture Workers Union? A. Yes. [304]

* * * * *

Trial Examiner: I grant you and there may be more but the basic issue is here whether or not the Teamsters and Englander jumped the gun. In other words, they entered into a contract when they should not have done so. I don't see how that issue can be altered or affected in the slightest by something that was said to this witness and other employees by officials of their own union. Section 7 doesn't deal with unions, it deals with the rights of employees, and these employees, if the theory of your case is correct, had a right to work in this plant uninhibited by any violations of Section 7. These are all peripheral details as to what happened in the inter-union communications, somebody over at the Furniture Local Union said it is okay, to paraphrase the testimony that has been given, you can go to work there, if you have to sign up with the Teamsters, do so under protest, something

(Testimony of Jeanette Testerman.)

of that sort, in effect can be testified, how can that affect the rights of your employees? [306]

* * * * *

Mr. Boyd: (Interrupting) I grant you that what their own union officials said to them is not binding upon either respondent but it does account for the action of the individual. [307]

* * * * *

Cross Examination

Q. (By Mr. Margolis): Mrs. Testerman, you had worked for the Craftmaster Corporation for about how long?

A. About four years, I think it was.

Q. Did you hold any office in Local 3197?

A. By office what——

Q. (Interrupting) Did you have any official capacity with Local 3197?

A. Well, I was the shop steward down at the shop.

Q. At the Craftmaster plant? A. Yes.

Q. Up until the severance of your employment there? A. Yes. [308]

* * * * *

Q. Yes, did he say that the Teamsters claimed that they had such a master agreement?

A. Not that I recall, no.

Q. Did you ever see any agreement covering that plant? A. Covering that plant?

Q. Yes, ma'am.

A. Not that I recall, no.

(Testimony of Jeanette Testerman.)

Q. Certainly Mr. Sparrowk did not display one to you? A. No. [313]

* * * * *

Cross Examination [315]

Q. (By Mr. Bassett): Did you attend any meetings at the Teamsters Building before February 13? A. No, I didn't.

Q. Now, you hadn't been up there at all before you signed the petition, General Counsel's Exhibit 9? A. Not to any of their meetings, no.

Q. Had you been to the building?

A. I had been in the building, yes.

Q. On what date? A. On January 11.

Q. And what was your mission on that day, what did you go there for?

A. I just went along with some of the other people that went up that day.

Q. How many went up?

A. I didn't count them.

Q. At whose request did you go there?

A. At nobody's request that day.

Q. Did you take those people up there?

A. No, I didn't.

Q. Well, about how many went with you?

A. I didn't count them.

Q. Well, could you say there were five or fifteen or twenty-five?

A. I don't have any idea how many there was.

Q. I am not asking you to be exact about it now, Mrs. Testerman. Just roughly. Was there five or twenty-five or fifty?

(Testimony of Jeanette Testerman.)

A. Well, there wasn't twenty-five, I know. Probably between five and ten.

Q. Between five and ten. What was your purpose in going up there on that day? That was the 11th, wasn't it, 11th of February?

A. Eleventh of January.

Q. Eleventh of January. What was your purpose of going there on that day?

A. Well, I went up with the idea that I would see what the deal was on their contract and everything, and I changed my mind after I got up there, I didn't go in and talk to them.

Q. You didn't go in the building at all?

A. I was in the building but I didn't go in to talk to anybody that day.

Q. Did the other people meet some of the officials of Local 117? A. Yes. [317]

* * * * *

Q. You say after you got there you changed your mind about talking to any one?

A. Yes. [318]

* * * * *

Trial Examiner: Why did you change your mind?

The Witness: Well, before I went up to the hall I had talked to Carl Kissick and he said not to sign anything.

* * * * *

Q. (By Mr. Bassett): Carl Kissick, is he an official of your local union? A. Yes, he is.

* * * * *

(Testimony of Jeanette Testerman.)

Q. Of the Furniture Workers Union?

A. Yes. [319]

* * * * *

Q. (By Mr. Bassett): What was it he said to you before you went up to the Teamsters Building?

A. He said I just shouldn't sign any papers that day.

* * * * *

Q. Now, do I understand you correctly that before you went up there on the 13th you had decided to sign up with Local 117? A. Yes.

Trial Examiner: When did you make that decision, by the way?

The Witness: That afternoon.

Q. (By Mr. Bassett): This General Counsel's Exhibit 10 is filled in in your own handwriting, is it not? A. Yes.

Q. The statements contained in it are all true, are they? A. Yes.

Q. When this was presented to you did you have any objection [322] to signing it?

A. Well, I——

Q. (Interrupting) Did you do it voluntarily?

Mr. Boyd: Which question do you want her to answer?

Mr. Bassett: Either one, I don't care, that is what I am trying to find out.

Q. (By Mr. Bassett): Was it voluntary or did somebody force you to sign it?

A. I don't think anybody forced me to sign anything yet.

(Testimony of Jeanette Testerman.)

Q. You did it voluntarily, then, I take it?

A. Well, I guess so.

Q. Now referring to General Counsel's Exhibit 9, did you read the typewriting at the top of the page before you signed it? A. Yes, I did.

Q. And you signed that voluntarily, did you not? A. Yes.

Q. On that day, February 13, I think you said that either Mr. Williams or Mr. Bombadier explained to you the merits of their health and welfare program and their pension plan?

A. Yes, they did.

Q. Did they explain to you anything else in connection with the contract that they hoped to have with Englander, like vacations, wages?

A. Yes.

Q. Did they tell you at that time that they had a contract [323] with Englander in other states?

A. Yes, they did.

Q. And they told you that in making the explanations that you have testified about?

A. Yes.

Q. At the same time? A. Yes.

Mr. Bassett: I have no further questions.

Redirect Examination

Q. (By Mr. Boyd): Mrs. Testerman, in order that your answers may be understood, and with respect to the date of January 11, when you first went up to the Teamsters Hall, when did you go to the Teamsters Hall in relation to the time when

(Testimony of Jeanette Testerman.)

you talked with Mr. Sparrowk, before or after?

A. After.

Q. And you have testified that you went up there in the company of some other people?

A. Yes.

Q. You have testified that when you went up there you went up there intending, as you were going up there you were intending to sign up, was that it?

A. No, I was not intending to sign up. The others girls were.

Q. You have testified, though, that you were instructed or informed by your own union representative Kissick that you were not to sign anything?

A. That is right.

Q. Where did he give you that instruction?

A. Over the telephone.

Q. Over the telephone, before you went up there or after you arrived there?

A. Yes, before I went up.

Mr. Boyd: Very well.

Trial Examiner: With respect to your conversation with Mr. Sparrowk when did you talk with Mr. Kissick?

The Witness: After I had talked to Mr. Sparrowk.

Trial Examiner: Why did you call Mr. Kissick?

The Witness: Well, I just couldn't see why we had to sign up with the Teamsters when we were Furniture Workers Local and it was still going to be Furniture.

(Testimony of Jeanette Testerman.)

Trial Examiner: Incidentally, what was your classification in your plant when you worked for Craftmaster, or put it this way, what work did you do, tell me very briefly?

The Witness: Well, I worked on machines for a couple of years and at the last I was an assembler.

Trial Examiner: An assembler?

The Witness: Yes.

Trial Examiner: What does an assembler do?

The Witness: Put frames together, like the seats and backs for the furniture and then puts them together and makes the frames for upholstered furniture. [325]

Trial Examiner: Is that the work you are doing for Englander today?

The Witness: Yes.

Trial Examiner: And is that the capacity in which you went back to work in the plant? [326]

The Witness: Yes. * * * * *

Recross Examination

Q. (By Mr. Bassett): Were the people who went with you to the Teamsters Hall on the 11th of January all women?

A. That went with me, yes. There was some men there, though.

Q. There were some men? A. Yes.

Q. They didn't go along with you?

A. No, they weren't with me. * * * * * [327]

Q. (By Mr. Bassett): Did they tell you imme-

(Testimony of Jeanette Testerman.)

diately before they left the office of Local 117 or left the building that they had signed? A. Yes.

* * * * * [329]

MARVIN BALE

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

* * * * *

Mr. Boyd: I will heed the Trial Examiner's suggestion. I expect with subsequent witnesses to develop variations. May I inform the Trial Examiner that this witness has an impediment in his speech due to a throat injury.

Direct Examination

Q. (By Mr. Boyd): Your name is Marvin Bale and you speak so that I can hear you, if you can?

A. That is right. [332]

Q. Were you in the employ of the Craftmaster before January 10 of 1956? A. That is right.

Q. Were you actually working in the week in which January 10 fell? A. No, I wasn't.

Q. Did you receive any notification of termination of your employment, and, if so, on what date?

A. I received it in the mail on the 10th.

Q. What did you do on the 11th, after having received this on the 10th?

A. I went over to the plant. You see, I live right close and I went over to the plant.

Q. With whom did you talk at the plant?

A. To some of the workmen, different ones that

(Testimony of Marvin Bale.)

were around working, ones that I had worked with, I talked to them.

Mr. Boyd: I didn't hear him.

Trial Examiner: He spoke to different workmen around the plant whom he had worked with.

Q. (By Mr. Boyd): Did you talk with any other person other than the workmen?

A. I talked to Mr. Sparrowk.

Q. Did you go in and talk with Mr. Sparrowk?

A. Not right away.

Q. Did you in the course of that day? [333]

A. Yes, I did.

Q. And where did you talk with Sparrowk?

A. On the second floor in the foreman's office.

Q. What was your conversation with Sparrowk?

A. Sparrowk asked me my name and I told him my name.

Q. And then what?

A. And then he told me his name, also he told me his name at the same time.

Q. And then what was your further conversation?

A. Then he taken my address, and he said you are from the south, your brogue sounds like you are from the south, which I said that is true, I am from Houston, Texas.

Q. Then what further conversation did you have with him?

A. Then he asked me if the work I had done paralleled before Englander taken over the plant.

Q. The work you had done for Craftmaster?

(Testimony of Marvin Bale.)

A. Yes.

Q. You told him that?

A. Yes, I told him what I had done.

Q. What further conversation?

A. Then he told me about joining the Teamsters Union.

Trial Examiner: What did he say about that? I mean give us his words as nearly as you can remember them. If you have a recollection, just give us your best recollection.

A. My work, what I done? [334]

Trial Examiner: No, in connection, you see, you said he spoke about joining the Teamsters Union. What I would like to know is what he said about it, his words.

The Witness: He told me had I joined the Teamsters Union and I said, "No, I haven't." He said that is what I should do, join the Teamsters Union, if I wanted to work here.

Trial Examiner: Did you just testify if you wanted to work there?

The Witness: Yes.

Trial Examiner: The witness' words, as I got them, were if I wanted to work there.

Q. (By Mr. Boyd): What response did you make to that remark?

A. I told him I belonged to the Wood Workers and I'd rather keep up with the Wood Workers.

Q. And what answer did he make to that when you made that response?

A. Then he insisted the Teamsters again and

(Testimony of Marvin Bale.)

gave the address of the Teamsters on Dennyway.

Q. He gave you the address of the Teamsters on Dennyway? A. Yes.

Q. I hand you a document, which for identification is marked General Counsel's Exhibit No. 11.

A. That is by my request, you see, I am short on my education, you see, that is by my request I asked him.

Q. That is, you requested that he give you in writing the [335] address? A. Yes.

Q. Is that right? A. Yes.

Q. Is this the document that he gave you at that time? A. It is.

* * * * *

Q. Excluding the writing in pen on the top, where the name Marvin Bale appears, and excluding the writing in the lower right-hand corner where the word "Sparet" appears, is this document in pencil, the written document that he gave you at that time? A. Yes, it is.

[See Exhibit No. 11 at page 370.] [336]

* * * * *

Q. (By Mr. Boyd): Did you go to the Teamsters Hall then?

A. No, I didn't go to the Teamsters Hall until about the 24th of January, and I went on my own.

Q. On what date?

A. About the 25th of January. [337]

Q. Of January? A. Yes.

Q. What did you do at that time when you went to the Teamsters Hall?

(Testimony of Marvin Bale.)

A. I wanted to find out about the application, about joining the Teamsters.

* * * * *

Q. (By Mr. Boyd): What more did you do other than make that inquiry, Mr. Bale?

A. I didn't sign anything.

Q. You just made the inquiry?

A. I just made the inquiry.

Q. Since that time have you returned to work at that plant and for the Englander Company?

A. Yes, but after, after the union had decided for its members to go ahead and join the union.

Q. That is, after your own union told you to go down and do that? A. Yes.

Q. That was the Furniture Workers Union?

A. That is right.

Q. When did the Furniture Workers Union tell you to go down and do that?

A. It was on the 13th.

* * * * *

Q. Directing your attention to this document, which is in evidence as General Counsel's Exhibit No. 9, I will ask you whether you signed this, signed your name on the second page thereof, on the eighteenth line, did you do so? [339]

A. Yes.

Q. Now, when did you sign the document?

A. That was on the 13th I signed that.

Q. Did you sign it on Monday, the 13th, this document?

(Testimony of Marvin Bale.)

A. Yes. It wasn't on Monday, I don't think—yes, it is.

Q. Monday was the 13th, Tuesday was the 14th.

A. That is right.

Q. Which date was it that you signed it?

A. Now, wait a minute, it was on the 14th.

Q. It was on the 14th that you signed it?

A. Yes, it was on the 14th.

Q. When had you received this instruction from the union? A. It was on the 14th I received it.

Mr. Boyd: That is all. We pass the witness.

Trial Examiner: Was that at a meeting?

The Witness: Yes, it was at a meeting.

Trial Examiner: Was Mr. John Truman there?

The Witness: Yes, he was.

* * * * *

Cross Examination

Q. (By Mr. Margolis): This first conversation you had with [340] Mr. Sparrowk was on January 11, correct? A. That is right.

Q. You did not take on membership in the Teamsters Union, Local 117, Warehousemen's Union until February 13? A. Make it 14.

Q. February 14? A. Yes.

Q. And you didn't feel that you had to until you had talked to your own union representatives, is that correct? A. That is right.

Q. And you talked to them on February 13?

A. I talked to them right after Sparrowk and I had our talk, talk in the foreman's office.

Q. No, but you talked to your own union people

(Testimony of Marvin Bale.)

just before you signed up with the Teamsters, didn't you?

A. Oh, yes, we had a meeting that morning.

Q. And that is when you decided you would join up? A. The union requested.

Q. So that's when you made your decision?

A. That's right.

Q. And not until then?

A. I went in a group.

Q. But not until then? A. Right. [341]

* * * * *

JOSEPHINE GRIFFIN

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Boyd): You will state your name?

A. Josephine Griffin.

Q. Where are you employed at the present time?

A. Englander's.

Q. When did you start in the employment of Englander? A. The 16th of February. [342]

* * * * *

Q. (By Mr. Boyd): When did you apply first for employment?

A. On February 13 I went to Englander's and picked up an application for employment, and I left, and the next day I came back, after I had taken it home and filled it out and the next morning I handed it in.

(Testimony of Josephine Griffin.)

Q. So you handed it in on February 14?

A. February 14, yes.

Q. Prior to that time had you ever worked for Englander or Craftmaster? A. No, I hadn't.

Q. For what type of work were you applying for employment?

A. Well, I had worked at Lynch Manufacturing, another furniture company, I had worked on a doweling machine.

Q. You were a doweling machine operator?

A. Yes.

Trial Examiner: What does that do, briefly?

The Witness: It puts the glue in the holes and the dowels are put in with this machine, the gluing of the dowels.

Q. (By Mr. Boyd): This is a so-called furniture workers operation instead of an upholsterers operation? A. Yes, it is.

Q. Now, on the 14th, having filled out the application the night before, what did you do?

A. What did I do on the 14th? [343]

Q. Yes.

A. I came in that morning and I handed in the application to the girl at the desk and then she said I could wait and see Bill Moore, so I sat down and waited. It was quite a while before I got to see him, but in the meantime she called on the phone somewhere in the factory and got ahold of him and told him that Josephine Griffin was there and that I had worked for a furniture factory, Lynch Furniture factory—

(Testimony of Josephine Griffin.)

Q. (Interrupting) Did Mr. Moore come?

A. Yes, after a while.

Q. Will you tell us, please, what your conversation with Mr. Moore was instead of what the girl was telling Moore over a telephone?

Mr. Margolis: Mr. Examiner, I object to this testimony on the ground that there is no showing that Mr. Moore had any authority to represent the company with reference to matters relating to labor negotiations.

Trial Examiner: I am not sure we are going to have that.

Mr. Margolis: It would still be hearsay, Mr. Examiner.

Trial Examiner: I will take the testimony. I believe there is evidence here about Mr. Moore's functions. I will overrule the objection.

Q. (By Mr. Boyd): Did you talk with Mr. Moore? A. Yes, I did.

Q. Incidentally, what was Mr. Moore's job on that date, if [344] you knew?

A. Foreman, I understood.

Q. Will you tell us what was said, please, between you and Mr. Moore on that date?

Mr. Margolis: Same objection, Mr. Examiner.

Trial Examiner: Overruled.

* * * * *

A. Well, I came into the office, I was sitting there in the office, and he asked me if I was the one who was waiting to see him, and I walked up to the counter, he looked over my application, and

(Testimony of Josephine Griffin.)

he said we have a job for you, we have a dowlings machine, and you could start work tomorrow morning, but first you have to get it straightened out with the Teamsters, and I said, "do you mean it isn't settled yet, it is not going to be Furniture Workers?" He said, "Well, it isn't settled yet one way or the other." Then I don't know just what else was said, but I said, "You mean I've got a job if I join the Teamsters?" and he said yes.

Q. Was that the extent of your conversation with Moore at that time? A. Yes.

Q. What did you do, then, after talking with Moore?

A. Then I didn't know what to do so I went to see Carl Kissick of the Furniture Workers Union and told him what happened, and [345] I told him I didn't know what to do about it, I needed a job, but I didn't know what to do since they told me to join the Teamsters, and he had told me to go down there, that there might be a chance of a job, so——

Trial Examiner (interrupting): He had told you to go down where?

The Witness: To Englander's.

Trial Examiner: He is the one who had sent you, I understand?

The Witness: Yes.

A. (continuing) ——so I asked him what to do and he said "go ahead and join the Teamsters," so I did.

Q. (By Mr. Boyd): And when did you do that?

(Testimony of Josephine Griffin.)

A. That was on February 14.

Q. When during the day did you go to the Teamsters office? A. About 10:00 o'clock.

Q. All right, now, with whom did you talk at the Teamsters office?

A. I talked to a woman in the office. I didn't see anybody else but some clerk, woman, I don't know what she was.

Q. And when you went there what did you say and do after you went there?

A. I told her that I had a job at the Englander Company and that I was told to come to the Teamsters Union Hall and fill out an application for membership. [346]

Q. And did you do that then?

A. I did. She give me an application blank and I filled it out. [347]

* * * * *

Q. (By Mr. Boyd): Referring now to this document in evidence, which is General Counsel's No. 9, and directing your attention to the fourth line on the second page, do you find there your signature? A. Yes.

Q. Will you state on what date, to your best recollection, you signed your name on this document? A. February 14.

Q. February 14? A. Yes.

Mr. Boyd: I pass the witness.

Trial Examiner: Who asked you to sign it, if anybody? [352]

The Witness: As soon as I got through filling

(Testimony of Josephine Griffin.)

out the application for membership to the Teamsters, in the Teamsters, she handed me a paper with some names on it and asked me to sign that.

* * * * *

Cross Examination

Q. (By Mr. Margolis): Mrs. Griffin, during your conversation with Bill Moore on February 13 he gave you to understand that there had been and was still in existence some controversy between Local 3197 and Local 117, correct? A. Yes.

Q. The controversy involving which union would have jurisdiction over the people in the plant, correct? A. Yes.

Q. And he told you at that time that the controversy had not been settled yet one way or the other? A. That is right.

Q. And you decided to become a member of Local 117, not until you spoke to Mr. Kissick, which was after you spoke to Mr. Moore, is that correct?

A. That is right. [353]

* * * * *

Trial Examiner: By the way, were you a member of the Furniture Workers Union at the time you went to apply for work the first time at Englander?

The Witness: Yes.

Trial Examiner: What local?

The Witness: 3197.

* * * * *

ROBERT A. McDONALD

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination * * * * *

Q. (By Mr. Boyd): Where were you employed, if at all, the fore part of January, 1956? [356]

A. Craftmaster.

Q. In what capacity?

A. Packing and a little bit of shipping work.

Q. Your place of work was in what part of the factory?

A. The second floor, right around the shipping room itself.

Q. When did your employment with Craftmaster terminate?

A. That would be Friday, January 13, at midnight.

Q. Were you actually employed at the plant up until that time? A. Yes.

Q. What were you employed in doing during the period between January 11 and January 13?

A. Inventory.

Q. Did you at that time seek employment with the acquiring company, the Englander Company?

A. No.

Q. Did you at a later time seek employment?

A. Yes.

Q. When?

A. February 20, at 1:30 in the afternoon.

Mr. Bassett: February what?

(Testimony of Robert A. McDonald.)

The Witness: February 20.

Q. (By Mr. Boyd): Had you had employment in the meantime? A. Yes.

Q. Was it full-time employment? A. Yes.

Q. Up until February 20? A. Yes, it was.

Q. And by whom were you employed in that interim period? A. C. Hearst Chevron.

Q. Now, what took place on February 20?

A. I went to the Englander Company and made out application with "Red" Henry.

Q. Who was "Red" Henry?

A. He was the head shipping clerk.

Q. Had he been in the employ of the predecessor company, the Craftmaster Company that had been there before?

A. Yes, in the same capacity.

Q. You say you made out an application. Did you do anything further about it at that time?

A. At that time "Red" Henry had told me there was no job available so I left and went home.

Q. Did you leave the application there?

A. Yes.

Q. And with whom? A. With "Red".

Q. What developed thereafter?

A. The 21st, the following day, at 8:00 o'clock at night, "Red" Henry called me at my home and told me there was a job available.

Mr. Margolis: Just a minute, Mr. Examiner, here we are [358] getting down into an even lower echelon of command as far as the employer is concerned. I object to any testimony concerning what

(Testimony of Robert A. McDonald.)

"Red" Henry told this witness on the ground that it could not be binding on the employer on the ground that he had no authority to do so.

Trial Examiner: He needn't have authority to do such but I agree that there is lack of foundation thus far.

Mr. Boyd: The thing has to develop through the higher echelon they are talking about.

* * * * *

Trial Examiner: Who gave you your instructions when you were employed by Craftmaster, who was your boss?

The Witness: When I was at Craftmaster my boss was "Red" Henry.

Trial Examiner: And what did he do to supervise you?

The Witness: He was the one who told us the pieces of furniture to be packed and in what way to pack them and what to do with them. [359]

* * * * *

Q. (By Mr. Boyd): What was it that Henry informed you when he called that evening?

A. That there is a job available for me but he mentioned I would have to clear through the Teamsters. I told him I would like to think it over and made an appointment with him for 4:45 the following Thursday, and I was never contacted again until I went to the Englander or Craftmaster plant on Thursday. At that time I talked to Bill Moore.

(Testimony of Robert A. McDonald.)

Q. What was Bill Moore's job at that time, if you know?

A. As he put it to me, he was in charge of personnel.

Q. Very well, go ahead.

A. He told me what my job would be, it would be packing mattresses and putting covers on box springs, which I would be familiar with. He told me I would have to join the Teamsters and I flatly refused. I says, "Why join the Teamsters when the Carpenters & Joiners have the furniture plants?" * * * * *

Q. (By Mr. Boyd): What more was said by him or by you?

A. He said, "Let's put it another way." He said, "Why should you be the only one not to join the Teamsters when everybody else has?" I told him again I refuse to join the Teamsters. He says, "Well, I guess we can't do any business, that will be [360] about it."

Q. Was that the end of your conversation?

A. Yes, it was.

Mr. Boyd: I pass the witness.

Cross Examination

Q. (By Mr. Margolis): You worked up until February 20 at the Chevron station, Mr. McDonald, is that right? A. Yes, sir, I did.

Q. What has your employment been since then?

A. When I refused to join the Teamsters I went to work part-time for Lynch. [361] * * * * *

(Testimony of Robert A. McDonald.)

Q. (By Mr. Margolis): Are you working at the present time? A. Yes, I am.

Q. Where are you working?

A. I am working for Safeway.

Q. Not in the furniture workers craft, I take it?

A. No, sir.

Q. Did you ever have occasion to talk to Mr. Sparrowk? A. No, sir, I didn't.

Q. Have you ever talked to him?

A. No.

Mr. Margolis: I think that is all.

Cross Examination

Q. (By Mr. Bassett): You have never talked with anyone connected with Warehousemen's Union Local 117? A. No.

Mr. Bassett: That is all.

Mr. Boyd: That is all.

Trial Examiner: Who hired you when you went to work for Craftmaster?

The Witness: Bill Moore hired me. There is one thing I [362] would like to add, during the interview with Bill Moore——

Trial Examiner (interrupting): Which interview?

The Witness: The one that was down in the basement on Thursday at 4:45.

Trial Examiner: All right.

The Witness: I talked to him and he explained the job to me. I knew I could handle it and he told me then that as far as Englander and I are

(Testimony of Robert A. McDonald.)

concerned, you have a job at \$1.82½. From there we went into the situation of the Teamsters when I refused to join. [363]

* * * * *

Trial Examiner: Were you a member of the Carpenters Union, I mean with this Furniture Workers Union, at the time you had this conversation with Moore on this Thursday?

The Witness: Yes, sir.

Trial Examiner: Had you been a member of that organization when you worked for Craftmaster?

The Witness: Yes, sir, I was. [364]

* * * * *

FRED ROBER

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination * * * * *

Q. (By Mr. Boyd): Were you employed prior to January 10, 1956, and, if so, by whom?

A. I was with Craftmaster for 17 years.

Q. In what capacity were you employed there?

A. Three or four different capacities. [365]

Q. The last job?

A. I was on the shipping floor, assistant shipping clerk.

Q. When did your work with Craftmaster terminate?

(Testimony of Fred Rober.)

A. January 13, 9 o'clock, Friday morning, when I was pulled off the job by my district agent.

* * * * *

Q. (By Mr. Boyd): What did you do immediately thereafter?

A. Well, I went out on the street. They said they had a picket line. Our own picket line was out there then, out on the street.

Q. Did you have any responsibility with reference to the picket line thereafter?

A. I did, sir.

Q. What was that? A. Picket captain.

Q. Were you again inside the plant on the following Monday?

A. Yes, the whole gang, whole crew of Craft-master, was in there at that time. [366]

* * * * *

Q. (By Mr. Boyd): Did you thereafter get employment with The Englander Company?

A. Not right away.

Trial Examiner: Well, the question is did you.

The Witness: Oh, yes, I am working for them now.

Q. (By Mr. Boyd): When did you start to work for them?

A. It was on the 14th of February, at 12:30.

Q. When were you informed by the company that you were employed?

A. We went down that Monday, when they had the session down there with all the employees. I

(Testimony of Fred Rober.)

talked with —“Red” Henry was my foreman then. He was on the shipping floor, as you heard before. I asked him if there was a job for me and he said yes, but you’d have to join with the Teamsters before you could go to work here.

Q. This is “Red” Henry who told you this on Monday? A. Yes.

Mr. Margolis: Pardon me. I move to strike the response [367] of the witness concerning what “Red” Henry told him on the ground that it is hearsay and there is no foundation shown for Mr. Henry to speak for the company in that connection.

Trial Examiner: Of course, you know, we know what Henry did when he worked for Craftmaster. There is evidence that he was a supervisor within the meaning of the Act at that time he hired, at least the one witness who preceded this one, but let’s put the horse where it belongs in the cart before we go into this kind of thing.

* * * * *

Q. (By Mr. Boyd): Since that time you have been employed in what department?

A. Shipping.

Q. Under whose supervision?

A. “Red” Henry.

Q. Now, will you describe to us, please, and for the record, what is the nature of his job.

A. Well, “Red” Henry is the shipping foreman. He makes out the bills of all furniture that goes out to the shipping doors. He also tells the fel-

(Testimony of Fred Rober.)

lows in the packing department how to pack it and what to pack and where it has to go.

Q. How many people does he have working under him, if you know?

A. There's three packers and there's two of us on the shipping [368] floor also. That makes five.

Q. That is five—— A. Yes.

Q. (Continuing) ——that are under his direction? A. Under his supervision.

* * * * *

Q. Who gives you permission for time off?

A. "Red" Henry.

Q. To whom do you take your grievances, if you have grievances? A. Mr. Henry.

Q. To whom do you make application for increase in pay, if there be such occasion?

A. Mr. Henry.

Trial Examiner: Have you such an application to him?

The Witness: No, not yet.

Q. (By Mr. Boyd): You had done so when you had worked for Henry before, is that it?

A. Yes, I have, that's right. [369]

* * * * *

Trial Examiner: Had you made any application for employment before then?

The Witness: I filled out an application form down there at Englander before then.

Trial Examiner: Did you talk to Henry after that? [370]

The Witness: I talked to him after that, too,

(Testimony of Fred Rober.)

because he knew what I could do on the shipping floor.

Trial Examiner: No, no, did you talk to him?

The Witness: "Red" Henry?

Trial Examiner: Yes.

The Witness: Yes, I did.

Trial Examiner: How did you come to be present with him and Moore?

The Witness: They were all on the shipping floor at the same time there.

Trial Examiner: Was this the time you talked with him after you filed your application?

The Witness: Right afterwards, about a week afterwards.

Trial Examiner: All right, tell me what took place on this occasion when you spoke to Mr. Moore in Henry's presence.

The Witness: They were there and I asked him.

Trial Examiner: Asked who?

The Witness: I asked "Red" Henry and Bill Moore. They said there would be a job on the shipping floor but I'd have to clear through the Teamsters.

Trial Examiner: Who said that?

The Witness: Bill Moore and "Red" Henry both.

Q. (By Mr. Boyd): This was on what date?

A. The 13th of February.

Q. What action did you take thereafter? [371]

A. Well, that day I stayed around for a little while and then I went home.

(Testimony of Fred Rober.)

Q. On the following day what occurred?

A. On the following day at 10 o'clock I went down to our union hall where we had a meeting. There we were advised that if we wanted to work we'd have to join up with the Teamsters regardless, one way or the other to get work.

Q. What did you do?

A. So there was 11 of us went up to the Teamsters Hall. We signed slips with our names, addresses, where we worked before, our beneficiaries, signed it, and on the top it says five and a quarter for initiation fees.

Q. Did you pay the initiation fee?

A. Not at that time. They told me I could pay it the next week when I had a pay check.

Q. Did you sign anything other than the application form?

A. I also signed a paper on the right-hand side.

Q. I show you a document which is marked for identification General Counsel's Exhibit 9 and direct your attention to where the name "Fred Rober" appears in the fifteenth line.

A. That is right.

Q. Is that your signature?

A. That is my signature.

Q. Who, of these people whose names appear immediately before and immediately after your name, signed that document in your [372] presence?

A. George Mertel, George Rushton, Marvin

(Testimony of Fred Rober.)

Bale, Fred Randall, Walter Tjaden, Jesse Dennis, Adolph Olson, and Leo O'Hare.

Mr. Boyd: I pass the witness.

Trial Examiner: How did you come to go to work at The Englander Company?

The Witness: That was my job. I don't know much of anything else.

Trial Examiner: I mean you were at the union hall. What did you do after that, if anything?

The Witness: I went right down there; it was 12:30, I went to work down there.

Trial Examiner: Was this on the same day you signed up with the Teamsters?

The Witness: The same day.

Trial Examiner: Did you have any conversation with either Mr. Henry or Mr. Moore?

The Witness: No, not at that time. I went right up on the shipping floor. It was about 10 minutes before 12:30. 12:30 I went to work on the job, the same job as when I left, when I was pulled off the job.

Trial Examiner: I take it you had no conversation with anybody at all before you began to work there that day?

The Witness: No, sir.

Trial Examiner: I mean at the plant with Mr. Henry or Mr. [373] Moore?

The Witness: No, because I knew what I had to do.

Trial Examiner: Don't give us any because. I will strike his "because".

(Testimony of Fred Rober.)

Had you been a member of any labor organization up to the time you signed with the Teamsters?

The Witness: Just 3197, Furniture Workers.

Trial Examiner: Had you been a member of that organization when you worked for Craftmaster?

The Witness: Yes, sir. [374]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Margolis): This conversation you had with Henry was on February 13? A. Yes.

Q. Are you positive that Mr. Moore was present during that entire conversation?

A. Yes, he was there and he walked away and said he had something else to do.

Q. And you continued talking with Mr. Henry?

A. A few minutes.

Q. So Mr. Moore was not there throughout the conversation?

A. Not complete, but he heard what I said to start with. [376]

* * * * *

Cross Examination

Q. (By Mr. Bassett): Mr. Rober, who persuaded you to join the Warehousemen's Union, Local 117?

A. When we had our meeting, the Furniture Workers, they said it would be best to join, to get all of our members that we could into that plant.

Q. Up until that time you did not want to join the Teamsters Union?

A. Who said I didn't want to join?

(Testimony of Fred Rober.)

Q. You did, I take it, didn't you? Didn't you say you refused?

A. We was waiting to see how this outcome came about.

Q. Mr. Rober, didn't you say you refused to join?

A. I didn't say I refused. I didn't say a word like it.

Q. You didn't? A. No. [381]

Q. What did you tell Mr. Moore and Mr. Henry? A. What did I tell them?

Q. Yes.

A. I never told them that I would refuse to join anything.

Q. What did you say?

A. I didn't say anything. I just asked them if there was a job available but that is not I refused.

Q. But you made no response at all when they said to you that you should join the Teamsters Union?

A. I said, "Well, wait until we have our Furniture Workers' meeting."

Q. Is that what you told them?

A. That is what I told them.

Q. At any rate, you were not willing to go up there and join the Teamsters Union until you had your union meeting and they instructed you to do it?

A. I wanted to find out what the score was at that time. * * * * * [382]

Q. (By Mr. Bassett): You were not willing to become a member of Local 117 until you had your

(Testimony of Fred Rober.)

meeting and your union instructed you to become a member of Local 117, is that right?

A. That is what I was waiting for.

Q. Yes, sir, you were waiting for instructions from your union?

Trial Examiner: Is that right?

A. Yes, sir.

Q. (By Mr. Bassett): And you are a member of the Woodworkers Local 3197?

A. That is right.

Q. During the entire time that the picketing was going on at the plant by your union you were the picket captain?

A. That is right.

Q. Out on the line there with them?

A. That is right.

Q. You have attended all sessions of the hearing of this case?

A. That is right. [383]

* * * * *

Cross Examination

Q. (By Mr. Margolis): Did you attend all union meetings of Local 3197 after this controversy arose with the Warehousemen's Union?

A. I was down Monday—every Monday I was down there on the shipping floor.

Q. Where was the union meeting you spoke of?

A. A.F. of L. hall.

Q. You attended that?

A. That is right, sir.

Q. At that time were all of the members of your local who were employed at this plant in attendance?

A. No, not all of them.

(Testimony of Fred Rober.)

Q. Most of them?

A. Most of them, sir.

Q. Most of them? [384] A. That is right.

Q. And it was directly following that meeting that you went up and signed up with Local 117?

A. That is right.

Q. How many was there?

A. Eleven of us went up.

Q. Was there a vote taken at that meeting?

A. Yes.

Q. It was just decided and you went up and signed, right?

A. They told us to go up and sign so we could get in the plant to work.

Q. By "they" you are referring to your union officials? A. That is right. [385]

* * * * *

CARL M. KISSICK

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination * * * * *

Q. (By Mr. Boyd): What is your business address? A. Room 2229 Labor Temple.

Q. What is your employment?

A. I am business representative and financial secretary of Local 3197.

Q. Were you in that capacity in January of 1956? A. I was, sir.

Q. Directing your attention and thoughts to the

(Testimony of Carl M. Kissick.)

date of January 11, 1956, were you at the plant of the Craftmaster operation? A. I was.

Q. About what time?

A. Between 10:30 and 11 o'clock.

Q. Where were you in the plant?

A. On the second floor down on the upholstery and assembly line.

Q. What was going on in that area at that time?

A. Interviewing of applicants, of prospective employees.

Q. Did you then know the interviewer?

A. I did not.

Q. Did you then observe the interviewer? [387]

A. I did.

Q. Who was the person who was then doing the interviewing?

A. I later learned Mr. Sparrowk.

Q. That is the gentleman seated right here (indicating)? A. Correct.

Q. Where were you in relation to the place that he was doing the interviewing?

A. Right outside the door.

Q. Did you overhear his interviewing?

A. Part of it.

Q. How many did you hear his interviewing of?

A. Two or three.

Q. Will you relate what he said to these employees with respect to seeking membership in any labor organization.

A. General routine of asking questions, knowledge, experience, former employment, and a clear-

(Testimony of Carl M. Kissick.)

ance through Local 117, instructions was given them for union affiliation.

Q. You said general inquiry about clearance?

A. No, instructions.

Trial Examiner: What did he say?

Mr. Margolis: I move to strike that entire response. It is not responsive and it is a bare conclusion.

Trial Examiner: I am going to let everything stand except "instructions." I am going to strike what this witness characterized as "instructions."

Q. (By Mr. Boyd): What we want you to do is to tell as you best recall the words or the substance of the words as you heard them given by him to those whom he was interviewing.

A. I won't say word for word, quote. The conversation was for your affiliation go to room so and so, I don't remember the room, on 552 Denny Way, Local 117 of Warehousemen's of the Teamsters.

* * * * * [389]

Q. Now directing your attention to the events of February 10, which was Friday, do you recall receiving information on that date from your membership—let me restate that. I withdraw that question.

What transpired on that date that related to the Englander plant?

Mr. Bassett: What date are you talking about now?

Trial Examiner: Friday, February 10.

A. I had several phone calls in my office and

(Testimony of Carl M. Kissick.)

some personal calls from members of my union stating they were being [391] contacted by representatives of the Teamsters that they should sign up with them.

Q. (By Mr. Boyd): Now, then, passing to the date of February 13, Monday, were you at the plant on Monday, February 13?

A. I was, about 7:15.

Q. Insofar as you were informed what action took place on that morning by the company?

A. You mean outside or inside or what?

Q. No, in the plant. What did Mr. Sparrowk do so far as you know?

Trial Examiner: Excuse me. This is something that you observed yourself, not what somebody told you?

The Witness: Correct.

A. I happened to be on the shipping floor with the crew which was composed of former Craftmaster employees and Mr. Sparrowk came out and informed them that they were going to operate along the same lines or similar that Craftmaster had, and they would need workers to fill those jobs.

Q. (By Mr. Boyd): Did he state at the time when that work was to start? A. No.

Q. He did not then?

A. No, not in my hearing, I will put it that way.

Q. Now, on the following day, February 14, what, if any, action did your union take with respect to your members? [392]

A. Following the session, I will term it, down

(Testimony of Carl M. Kissick.)

at the Craftmaster, Englander Company, I called a meeting of my people, members of Local 3197, for 10 o'clock on the 14th which we met in the Labor Temple.

Q. And at that meeting what did you do?

A. I had the majority of my workers in the meeting, and at that time I instructed them to go to the Teamsters Local 117 and do what was necessary to return to their jobs of work at the plant.

Mr. Boyd: I will pass the witness.

Cross Examination

Q. (By Mr. Margolis): By doing what was necessary you told them to go to the Teamsters and join up?

A. I didn't say join. What was necessary.

Q. What were they supposed to do at the Teamsters hall, Mr. Kissick?

A. Whatever was necessary to procure their employment.

Q. All right, the Teamsters hall was not any branch of The Englander Company, was it?

A. Not to my knowledge.

Q. Why did you send them there?

A. We were under the impression that that was a condition of employment.

Mr. Margolis: Well, I move to strike that, Mr. Examiner, as not being responsive. [393]

Mr. Boyd: That is responsive.

Trial Examiner: I will rule on it. I will deny

(Testimony of Carl M. Kissick.)

the motion. You asked the witness and he told you.

Q. (By Mr. Margolis): You told them to go there with a view of them joining up with the Teamsters?

A. I didn't say join, do what was necessary.

Q. And did your membership go and join up at the Teamsters hall that day, the 14th?

A. I did not go with them, I did not chaperone them.

Q. You know in your own mind, Mr. Kissick, that when they went there they were going to join?

A. I didn't say they went. I instructed them to.

Q. Was the majority of the former Craftmaster employees who were members of your Local on February 14 in attendance at this meeting?

A. I think I stated that.

Q. And they had not joined the Teamsters Union prior to then?

A. I don't know whether any of them had or not. I didn't question them as to individuals.

Q. They were members of your union at the time of the meeting on February 14 and not of 117, isn't that correct?

A. All in good standing.

Q. The answer to my question is yes?

A. Yes. [394]

* * * * *

Q. Do you recall—I believe you said that you did talk to Mr. Sparrowk on the 11th of January, is that correct? A. No, I did not.

(Testimony of Carl M. Kissick.)

Q. You heard him talking to members of your organization? A. I said to people.

Q. Including members of your organization?

A. Some of mine were standing outside the door, I imagine that they had been interviewed.

* * * * *

Q. Just a minute, Mr. Kissick. Will you give the Examiner [395] the benefit of the description of the physical layout. Where were these employees and where were you?

A. I was right outside the door of this little room with the employees themselves.

Q. And they were called in one at a time?

A. I don't say one at a time because they were going out and in. I think he could interview two or three at a time, as far as that goes, right in the doorway.

Q. Could you hear everything that was going on in the room? A. Most everything. [396]

* * * * *

Q. (By Mr. Margolis): The question is did you hear Mr. Sparrowk tell these people that you say were being interviewed that they would make their own decisions as to union affiliation? A. No.

Q. But the honest fact is, Mr. Kissick, is that you did not hear everything that went on in that interview room, isn't that true?

A. Not every word, no. [397]

* * * * *

Q. I stand corrected, February 14, that you told your people to go up to 552 Denny Way, cor-

(Testimony of Carl M. Kissick.)

rect? A. Correct. [398]

Q. You had met with the Teamsters' officials, Mr. Bombadier and Mr. Williams, on February 6, had you not?

A. And with Mr. Truman.

Q. And with Mr. Truman, correct?

A. Right.

Q. And up until that point, at least, isn't it a fact, Mr. Kissick, that this question of jurisdiction was something that was being discussed and negotiated between you two unions?

A. I can't say it was being negotiated. It had been discussed.

* * * * *

Q. Must have misunderstood you. What was the discussion with Mr. Williams?

A. Mr. Williams made the, I would say, reference to that we go down and he and Mr. Truman would survey the factory.

Q. For the purpose of what?

A. Ascertaining who had jurisdiction over certain workers.

Q. The reason you didn't go down there is because you felt you had jurisdiction? [399]

A. Right.

Q. So up until that date, at least, it was a wide open question, wasn't it, Mr. Kissick?

A. As far as deciding it was. [400]

* * * * *

Q. (By Mr. Margolis): Incidentally, Mr. Kissick, was there a vote of your union taken in con-

(Testimony of Carl M. Kissick.)

nection with your statement to them to go up and clear with the Teamsters?

A. It didn't require a vote.

Q. The question is did you take a vote?

A. No.

Q. You just ordered them up there, then?

A. I instructed.

* * * * *

Cross Examination [403]

* * * * *

Q. (By Mr. Bassett): Did you talk to Jeanette Testerman on the 14th day of February?

A. She was in a group of workers in a meeting in the hall.

Q. Did you talk to her personally?

A. That I would hesitate to say because I talked to practically all of my people.

Q. She had been a shop steward, hadn't she, at Craftmaster?

A. She was an elected shop steward by the choice of the workers and Craftmaster.

Q. She had been a shop steward?

A. Right. [406]

* * * * *

Q. (By Mr. Bassett): Mr. Kissick, on how many occasions did you meet with Mr. Williams or with Mr. Bombadier or both of them?

A. I don't say—it was both of them. I will relate to, I think a former witness, that I was among the group consisting of Al Gord, Ralph Royer, Bill Evans, Johnny Truman and myself, who went to

(Testimony of Carl M. Kissick.)

the Teamsters hall at Al Gord's request because he had an appointment with Mr. Williams. After we met with Mr. Williams awhile then we were——

Q. (Interrupting) How many times did you meet with representatives——

A. (Interrupting) Twice.

Q. On what dates?

A. I don't remember the first date. That I don't remember.

Q. The second date was when?

A. February 6. [407]

Q. So the first time was before February 6?

A. Correct.

Q. Did Mr. Gord suggest to you that there was a possibility or probability that the jurisdictional question had been settled between the International Unions? Is that one of the reasons why he asked you to go with him?

A. It is a good long story but I will try to abbreviate it.

* * * * *

Q. (By Mr. Bassett): Was there any talk about a settlement of a jurisdictional question between at least two of the International unions?

A. There was talk of it, yes.

Q. There was talk of it? A. Correct.

Q. And Mr. Gord did mention that to you?

A. There was pending settlement.

Q. Pending settlement? A. Correct.

Q. Did he say it was desirable to go up and talk with Mr. Williams for the purpose of explor-

(Testimony of Carl M. Kissick.)

ing that matter? [408] A. Correct.

* * * * *

Q. But, anyhow, up until February 6 there was some, at least some hope, of reaching a settlement of the jurisdictional dispute that existed between the three unions?

A. Yes, there was efforts on the part of all of us, I will put it that way. [409]

* * * * *

JOHN SPARROWK [411]

resumed the stand, having been previously sworn, and was examined and testified further as follows:

Direct Examination—(Continuing)

Q. (By Mr. Boyd): Preliminarily, Mr. Sparrowk, I hand you a document marked for identification General Counsel's Exhibit No. 13.

* * * * *

Q. (By Mr. Boyd): And ask whether you recognize that and can identify it. A. Yes.

Trial Examiner: The answer is yes?

The Witness: Yes.

Q. (By Mr. Boyd): What do you identify it as being?

A. As a letter from myself to Mr. Nowell.

Q. And this is the same letter to which some reference has been made in your original testimony? A. Yes.

Mr. Boyd: I offer in evidence General Counsel's Exhibit No. 13.

Mr. Bassett: With attachments?

(Testimony of John Sparrowk.)

Mr. Boyd: With the attachments. [412]

* * * * *

Trial Examiner: It will be received together with the attachments.

[See page 371.]

* * * * *

Q. (By Mr. Boyd): Mr. Sparrowk, this document indicates on the face of it that it was signed by you on March 12, 1956? A. Yes, sir.

Q. And it is noted on the back as having been received on March 13, 1956? A. Yes.

Q. It also indicates on the face that you dictated it on [413] March 9, 1956? A. Yes.

Q. And there was transmitted with it the attachments that you find attached thereto, were there not? A. Yes.

Q. Which includes three pages listing the names, classification and hiring dates of the employees of Englander Company at the Seattle plant? A. Yes, sir.

Q. And that was the record prepared as of the date indicated on March 7 of 1956?

A. That is right.

Q. That particular list was prepared by whom, Mr. Sparrowk?

A. By the Seattle office. I don't know the exact person but by the Seattle office.

Q. But pursuant to whose instruction?

A. My instructions.

Q. Your instructions? A. That is right.

Q. That was as a result of which Mr. Nowell

(Testimony of John Sparrowk.)

and myself had made of you? A. Yes.

Q. And had made of you on the preceding Tuesday, which was March 6, was it not, Mr. Sparrowk?

A. I don't know the date but it was prior to that time. You [414] asked for it and I returned to the plant and asked that it be made so I could make it available to you.

Q. They instead of sending it direct to us sent it to you in Oakland and you mailed it to us?

A. Yes.

Q. Along with it you gave this brief summary of certain significant dates as you considered them to be which appears in the letter, the last page thereof?

A. These are dates which Craftmaster supplied to their attorney at the time this was going on. [415]

* * * * *

Trial Examiner: Referring to General Counsel's 2 so there might be no misunderstanding, this is the contract in effect now between The Englander Company and Local 117. I wonder whether you would refresh my recollection as to one or two preliminary matters that I have in mind as to the date as nearly as you recollect it when you signed this agreement?

The Witness: Either the 15th of February or the 17th.

Trial Examiner: And this conversation that you had with the gentlemen in Chicago about this contract, can you refresh my recollection as to the date when that was?

(Testimony of John Sparrowk.)

The Witness: Sometime prior to that time. I would fix it probably a week to ten days prior to that time.

Trial Examiner: Now, before this agreement arrived from your Chicago office, had you ever seen it?

The Witness: That particular agreement, no, sir.

Trial Examiner: Now, between the time that you signed it—or withdraw that.

Between the time that you saw it for the first time, and I take it that it was when you returned to your Oakland office——

The Witness: Yes.

Trial Examiner: (Continuing) ——and the time that you [437] signed it, did you have any communication pertaining to the contract with any representative of the Teamsters Local?

The Witness: No, sir.

Trial Examiner: Specifically did you negotiate this agreement with the Teamsters Local?

The Witness: No, sir.

Trial Examiner: Do you know of your own knowledge who did?

The Witness: No, sir, I don't know of any negotiation.

Trial Examiner: Have you any one individual here in the Seattle office who is in charge of labor relations and negotiation of agreements and collective bargaining or any of them on behalf of the company?

(Testimony of John Sparrowk.)

The Witness: No, sir.

Trial Examiner: Who would be in charge of that?

The Witness: We have a general labor counselor, Mr. Korshak. I have never met the gentleman. I have talked to him on the telephone.

Trial Examiner: Do I understand correctly that you are the top management representative at this plant, the Seattle plant?

The Witness: Yes.

Trial Examiner: That is located on the West Coast?

The Witness: Yes.

Trial Examiner: From your knowledge and practice of the [438] company's customs and procedures and the duties of its personnel would there be any subordinate of yours who would have the authority to negotiate this?

The Witness: No, sir.

* * * * *

Q. (By Mr. Boyd): Do you know when it was that Mr. Dillon or Mr. Williams put their signature on this document? A. No, sir.

Q. GC-2?

A. No, sir, other than to say prior to my signature.

Q. Was Mr. Korshak's name on it before you signed it? A. No, sir.

* * * * *

Cross Examination

Q. (By Mr. Margolis): Exhibit 2, Mr. Spar-

(Testimony of John Sparrowk.)

rowk, is it similar to any other contracts that have been in existence involving Englander plants other than in Seattle? [439]

A. Yes, the other two that I am familiar with.

Q. Is it virtually identical as to form?

A. With the exception of an additional page in Los Angeles, yes, sir.

Q. Pertaining to wage scales and so on?

A. There are no wage scales in this.

Q. There is in this one but not in Los Angeles'?

A. That is right.

Q. You have not negotiated with 117 with regard to wage scales yet?

A. No, sir. [440]

* * * * *

JOHN SPARROWK

a witness called by and on behalf of the Employer, after having been previously sworn, was examined and testified as follows:

Direct Examination

Mr. Margolis: Mr. Examiner, and for the benefit of counsel, I might explain that in the interest of trying to present this situation in the chronological order there might be some repetition, and I just wanted to mention it, Mr. Examiner, and will try to avoid being repetitious as much as possible.

Q. (By Mr. Margolis): Mr. Sparrowk, at the present time what office do you hold with your company?

A. Vice-president of the Western Region.

Q. And that would include the states of what?

(Testimony of John Sparrowk.)

A. Oregon, Washington, California, Arizona, Utah, Nevada, and parts of Montana.

Q. Are you the top company representative, that is, the highest echelon of management on the West Coast for The Englander Company?

A. Yes, sir.

Q. And have you been such since December of '55, January of 1956?

A. Yes, but not with the same title.

Q. Not with the same title. I am getting to that. When did you become vice-president of the Western Region?

A. Early in April. I don't have the exact dates.

Q. April of '56? A. '56, yes, sir.

Q. Between January of '56 and April of '56 what was your title with the company?

A. General manager of the Western Division.

Q. Were your duties substantially the same?

A. Yes.

Q. Now, with respect to the period, say, starting January of 1956, who on behalf of the company had the responsibility for matters involving negotiation of labor contracts, on the West Coast?

A. They were jointly shared between myself and a Mr. Korshak.

Q. Who is Mr. Korshak? [443]

A. General Labor Counsellor.

Q. Back where? A. In Chicago.

Q. And with regard to anyone locally, were you the exclusive representative of the company for labor negotiations? A. Yes.

(Testimony of John Sparrowk.)

Q. And prior to January of 1956 had The Englander Company had any plant of any kind in Seattle?

A. We warehoused. No; we warehoused.

Q. You warehoused? A. Yes.

Q. Would you state whether or not you visited the Seattle area in November and December of 1955 with reference to possible plant location?

A. Yes, sir.

Q. You did. What was the general purpose of your visits?

A. We had arrived at a tentative piece of property with a Mr. Hardman, visited an architect and received some information price-wise with a building contractor.

Q. In view of what?

A. Of starting a manufacturing operation in or around Seattle.

Q. When was the old Craftmaster plant called to your attention, Mr. Sparrowk?

A. In December. [444]

Q. Of '55? A. Yes.

Q. What did you do when the existence of that plant was called to your attention?

A. I came up here in December and made a preliminary inspection of the premises and reported to Mr. Ira Pink, who is president of our company.

Q. Incidentally, your headquarters and residence are in Oakland, California, area?

A. Yes.

Q. Ultimately there were some negotiations that

(Testimony of John Sparrowk.)

led up to some deal involving the Craftmaster plant? Do you understand my question?

A. I am sorry, I don't understand your question.

Q. Did you then commence or thereafter commence negotiations for the possible purchase of the Craftmaster operation?

A. On January 2 I was instructed by telephone to come back up to Seattle where there would be a couple other principals from the company come out to discuss with me whether we thought that it was a feasible thing to do in place of opening one of our own.

Q. Now, on what date was the deal consummated, Mr. Sparrowk? A. January 16.

Q. '56? A. Yes. [445]

Q. All right, now, did you succeed in any way to the operation of the Craftmaster Company?

A. No, sir.

Q. Would you explain to the Examiner just what The Englander Company did with reference to the Seattle plant? What did you acquire?

A. We acquired part of the operating machinery. We leased the premises and negotiated part of the inventory.

Mr. Bassett: I didn't get the last.

A. Negotiated part of the inventory.

Q. (By Mr. Bassett): Negotiated?

A. Yes, we purchased it after we had negotiated price and desirability.

Q. (By Mr. Margolis): And did you assume

(Testimony of John Sparrowk.)

any of the obligations such as accounts payable of the Craftmaster Company? A. No, sir.

Q. The lease was with whom?

A. The Estate of the late Kenneth Schoenfeld, through the Seattle First National Bank.

Q. Did you take over any of the accounts receivable of the Craftmaster Company?

A. No, sir.

Q. Did you assume or take over in any way any contractual matters involving the Craftmaster Company? A. No, sir. [446]

Q. Did you ever enter into any written agreement of any kind with any labor organization at that time? A. No, sir.

Q. Now, Mr. Sparrowk, there was a labor force that was employed by the Craftmaster Company?

A. Yes, sir.

Q. Approximately how many employees did that consist of?

A. I would say that it was told to me that they had around a hundred employees—this was told to me by the then manager for Craftmaster—that some of them were at that time laid off and that they had had periodic layoffs since Thanksgiving.

Q. What were your objectives with reference to that Craftmaster labor force, what were you trying to accomplish?

A. I was attempting—I was trying to create a list for a labor pool, a possible labor pool, of people who had had previous experience in our type of operation.

(Testimony of John Sparrowk.)

Q. And to that end did you talk to any of the Craftmaster employees, prior to the time you acquired the plant? A. Yes.

Q. And at that time those employees were members of various labor organizations?

A. I did not inquire of them, but I assumed that they were because I knew there were other labor organizations represented in Craftmaster.

Q. And did you arrive, prior to January 16, 1956, at any [447] decision as to whether you would employ any of those people in the event you decided to acquire the plant?

A. I discussed the desirability of the list of employees furnished me with the various foremen under whom they were working for Craftmaster.

Q. Was there any decision made with reference to the employment of that labor force that went along union organization lines? A. No, sir.

Q. Were you informed at that time, for example, that some of the people had been and were then members of the Furniture Workers Union?

A. Yes, sir.

Mr. Boyd: Now, Mr. Examiner, from now on—I felt all of this was preliminary—I will urge from now on that counsel not lead the witness. I don't want to be repeating objections.

Mr. Margolis: Very well.

Q. (By Mr. Margolis): And what was your information with reference to the union affiliation of other employees of Craftmaster?

A. That some of them were pro union employees

(Testimony of John Sparrowk.)

and some of them were shop stewards; one in particular was a business agent.

Q. Well, but with reference to union membership, you mentioned the Upholsterers Union. What other unions?

A. The Furniture Workers Union and the Teamsters Union. [448]

Q. And on what basis had you arrived at your decision as to whether you would retain this employee or that one?

A. Purely upon the feeling as to whether our type of operation was something that they could do and whether or not we expected to be in that phase of the business.

Q. Now, during these preliminary meetings or discussions that were had with the employees, do you recall about when it was that the first mention was made of Warehousemen's Union, Local 117, approximately?

A. I would fix the date of January 11.

Q. January 11? A. Yes.

Q. All right, how was that presented to you?

A. I am sorry, I must have misunderstood your question.

Q. How was the question of Local 117 presented to you, was it at the plant?

A. I would have to change the date. I am sorry, it was January 9.

Q. January 9? A. Yes.

Q. All right, sir.

A. It was not at the plant. It was at a hotel in

(Testimony of John Sparrowk.)

Seattle. I was there at the invitation of a Mr. Dillon.

Q. Mr. Dillon? A. Yes. [449]

Q. Who is he?

A. He has an office with the Western Conference of Teamsters.

Q. And, generally, what was discussed there?

A. He introduced me to a Mr. Williams and indicated that inasmuch as they had contracts with us elsewhere and we had been doing business in Seattle and warehousing and it was handled by the Teamsters that they expected to have the representation in whatever undertaking we elected to do here.

Q. At that time did you have contracts involving the other plants with the Teamsters Union?

A. Yes, sir.

Q. The Warehousemen's branch? A. Yes.

Q. And what did you tell them then?

A. I told them that we had not yet acquired a facility here, we were merely looking into it, and we were at that time not even in position to know if we were going to have a plant.

Q. Was there any commitment by you on behalf of Englander Company with reference to recognizing Local 117 at that time? A. No, sir.

Q. There was testimony concerning a meeting at the plant with a group of employees on January 11? A. Yes.

Q. In your own words and as briefly as possible

(Testimony of John Sparrowk.)

would you tell the Examiner just what happened there? [450]

A. Yes, sir. I do not recall the name of the person, someone, a Craftmaster employee, at that time, came into the office and said there were some people assembled who would like to know if they were going to have a job and what we were going to do.

Q. Do you recall what time of day that was?

A. This was in the morning.

Q. At that time were there any pickets out in front of the Craftmaster plant? Do you recall? In the morning.

A. No, sir.

Q. All right, now, would you pick it up from there.

A. I indicated that we were trying to establish some machinery values and so forth, I did not want to disturb the office, we had people there going into that thing, that I would be glad to talk with them someplace out in the factory and asked for a suggested place. It was suggested that I use a little office on the second floor in the Upholstery Department. I went out there, and there was a group of people waiting to talk to me. I took with me a pencil and a piece of paper. That's what I had in my possession. And I asked them to come in one at a time or, if they wished to come in larger groups, to come. They came in one at a time, with the exception of maybe one or two coming together. I explained to them that we were in a position where we were talking to the Craftmaster principals with regard to acquiring some of the facilities here,

(Testimony of John Sparrowk.)

[451] that we would probably be in the business of manufacturing items comparable to what Craftmaster had been making. I also informed them that we were told by the Teamsters Union that inasmuch as they had contracts with us in other plants in the country that they would expect to be recognized in this plant. I indicated to them, told them, rather, that I was not in a position to tell them what they could or could not do from a union standpoint, that they were familiar with the contracts in the unions that they had been members of, and I suggested that they see Mr. Williams of the Teamsters Union and that he would be glad to tell them what they had to offer. I was asked——

Q. (Interrupting) Pardon me a minute. Why did you refer them to Mr. Williams?

A. Because the Teamsters had indicated to me that they expected to have representation of that plant.

Q. Now, up till then had the Teamsters asserted their rights to represent those employees to you?

* * * * *

A. In the fall of '55, after I made a preliminary search for property here and returned to Oakland, Mr. Dillon indicated that he had learned in trying to contact me that I was in Seattle, [452] what was I doing, and I indicated to him that I was looking for a location for a plant. At that time he said to me, "And when you go into that, inasmuch as we cover your other plants, we want you to understand that we will be expecting to have the membership

(Testimony of John Sparrowk.)

there". Again the 9th of January that was repeated.

Q. (By Mr. Margolis): Was that the reason that you referred these inquiries to Mr. Williams?

A. Yes, sir.

Q. All right, now, what else took place, as best you recall, on the 11th?

A. After I had interviewed or talked to a couple of people I was asked where Mr. Williams' office was. I merely said that he was in the Teamsters Building in Seattle, and finally I had to send for a telephone book so I could ascertain because I did not know where the office was.

Q. Now, at any time on that date of January 11 did you inform any of the assembled employees that there was a master agreement in effect that covered this plant, as far as Englander was concerned?

A. I stated that we had agreements elsewhere in the country with the Teamsters. I do not know where the term master agreement come into the picture because I honestly know that we do not have such a thing.

Q. Have you had any written labor agreement of any kind with any labor organization involving the Seattle area other than [453] General Counsel's Exhibit No. 2? A. No, sir.

Q. That is the only one. Now, at that time did The Englander Company have any employees in the Seattle area, other than yourself? I am talking about January 11. A. Yes, sir.

Q. Englander? A. Yes, sir.

(Testimony of John Sparrowk.)

Q. Who would that be?

A. That would be a fellow by the name of Lee Quinn, who was our salesman in the Seattle area.

Q. I see. But with regard to production and maintenance employees you had none?

A. No, sir.

Q. Now, at that time the name of Mr. J. E. Hunt had been mentioned. He was in whose employ at that time? A. Craftmaster.

Q. And the name of a Bill Moore has been mentioned. At that time whose employee was he?

A. Craftmaster.

Q. Did you have any discussions with Mr. Hunt and/or Mr. Moore with reference to union affiliation of possible future Englander employees?

A. Not at that time, no.

Q. Do you recall when the pickets appeared at the plant [454] first?

A. It was either on January 11 when we went out to or returned from lunch. It was about noon-time on January 11.

Q. Around noon on January 11? A. Yes.

Q. Do you recall what union identification was on those pickets?

A. There was no union identification at that time.

Q. Did anything happen that afternoon at the plant when you returned from lunch, do you recall?

A. No, sir.

Q. Now, what was the next meeting with the

(Testimony of John Sparrowk.)

Craftmaster employees that you recall, Mr. Sparrowk?

A. The next meeting that I recall was on a Monday morning of January 16.

Q. And starting from the beginning what took place then?

A. I arrived as usual at the plant around 8 o'clock in the morning. I went into the office, and shortly thereafter several people came in asking about employment. I stated to them rather than talk to individuals I would wait until they were all assembled in one area and then I would be very happy to talk to them.

Q. And did they so assemble? A. Yes, sir.

Q. Now, approximately how many people were there, approximately? [455]

A. I would guess 75 or 80 people.

Q. And were they in the large majority former Craftmaster employees?

A. I did not know because they indicated, stated to me, some of them, "we used to work here, we want to talk to you about a job," but I did not know.

Q. But are they in essence the people whom you subsequently hired? A. Yes.

Q. Who was present other than the workers who subsequently became employed by you? Was Mr. Hunt there? A. No, sir.

Q. Do you know if Mr. Moore was there?

A. I do not know if he was there in its entirety.

(Testimony of John Sparrowk.)

I saw him pass through the room; whether he remained in it I do not know.

Q. What union representatives were there?

A. None, to my knowledge.

Q. Now, what took place?

A. I told the people that we were in the process of negotiating with the Craftmaster people for the premises and that if the negotiations were successful we expected to start a business similar to the one that Craftmaster had. I expressed to them my dismay at the pickets and went so far as to say I don't even know who is picketing the place, and in discussing it with Craftmaster representatives we could not determine [456] whether they were picketing Englander or Craftmaster. But as far as I was concerned in an attempt to discuss with some of the people the possibility that we were going to have an operation I had indicated that the Teamsters expected representation in there. I had suggested to them that they find out the content of what could be offered to them because they already knew it of their other union. If by doing that there was some misunderstanding as to union affiliation I wanted them to know that I definitely was not in a position to tell them what to do. I further stated "I wish I could be helpful but frankly I can't."

Q. Did you tell any of the people assembled on the 16th of January that there was this master agreement?

A. I referred to it and stating that the previous day or two, when I talked to the people on the sec-

(Testimony of John Sparrowk.)

ond floor, that I had indicated that there was a contention on the part of the Teamsters Union that they should have representation in the plant.

Q. Did you tell anyone assembled on that date that they would have to clear through the Teamsters Union if they expected to get employment in your plant? A. No, sir.

Q. Excuse me, up to that time had you acquired anything that belonged to Craftmaster?

A. No, sir. In fact, at that time it didn't look like we would. [457]

Q. Now, in the meantime had you been under any instructions from your headquarters back in Chicago with regard to your obligations, if any, to the Teamsters Union? A. No, sir.

Q. Had you been presented up to that time with any signed or unsigned agreement by the Teamsters Union? A. No, sir.

Q. Following that assemblage you then went where, on the 16th of January?

A. Back into the office; later in the day to meet with the Seattle First National Bank and some people representing the Craftmaster Company and the Estate of the late Kenneth Schoenfeld.

Q. At which time you did what?

A. We signed a lease for the building. We purchased some of the machinery and was able to purchase two pages only of the inventory. [458]

* * * * *

Q. (By Mr. Margolis): Following that, Mr.

(Testimony of John Sparrowk.)

Sparrowk, were there other meetings with former Craftmaster employees?

A. Yes, sir. On two or three other occasions on Monday mornings.

Q. On Monday mornings? A. Yes, sir.

Q. And at some of those were certain union representatives in attendance?

A. I recognized one in attendance on February 13, I believe, which was the last one that was held. Maybe I would like to withdraw that. I thought I recognized him. I was not too familiar with the man. He came in while I was talking and stood in the back, and I thought that I saw Mr. Kissick enter the room.

Q. Now, what was taking place between the 16th of January when you signed the lease and these other papers at the bank and the 13th of February when we had this big assemblage at the plant?

A. We were continuing with the inventory and verification of the inventory. We were cleaning some restrooms, repainting restrooms. We were moving some physical departments around and doing a very small amount of repair work to some furniture that [459] had come in that the customers asked us if we could get back to them because the people wanted it back into their homes.

Q. What time did you arrive at the plant on February 13?

A. Approximately 8 o'clock, as usual.

Q. And what did you see upon your arrival?

A. A substantial amount of people on the out-

(Testimony of John Sparrowk.)

side, also in the entryway, and the vestibule to the office, and in the office proper.

Q. And you proceeded to do what, Mr. Sparrowk?

A. I recognized Mr. Truman and some of the other people as being representatives of the Furniture Workers Union, and Mr. Williams, and I believe Mr. Bombadier, I am not certain. I asked Mr. Truman to come into the office, the private office, and I stated that I would like Mr. Williams to come in there, too, because I wanted both of them to hear what I had to say.

Q. All right, sir, and they did come in?

A. Yes.

Q. All right, and what took place?

A. I stated to them that—or to Mr. Truman, that I was very much distressed to learn that he had had people come down there to report for employment, that I wanted it understood that Englander was doing the hiring, and as long as Englander was paying the bills they would say who should or should not come to work. I also said to Mr. Truman that if he was paying the people that day, and if he wanted to pay them to stand at the [460] machines, but if I was expected to pay the bills I expected to tell who I wanted to come to work or who I did not want to come to work.

Q. Was Mr. Moore or Mr. Hunt there at that time, do you recall?

A. I believe Mr. Hunt was there. It was in his office where the conversation took place.

(Testimony of John Sparrowk.)

* * * * *

Q. Incidentally, Mr. Hunt became employed by Englander Company on what date, do you recall?

A. February 1.

Q. February 1? A. Yes, sir.

Q. Do you recall whether Mr. Hunt stated to anyone in your presence anything about Mr. Williams doing the hiring for the plant?

A. No, sir. If I may add a word, I have ascertained since the—— [461]

* * * * *

The Witness: I substantiated the fact that I was in the room until after the union officials left the room so there could have been no conversation.

Q. (By Mr. Margolis): So you heard everything that went on at that time? A. Yes, sir.

Q. And would you state whether or not Mr. Hunt at any time said that Mr. Williams had the right to do the hiring?

A. No, sir, not during that meeting.

Q. Now, what did Mr. Truman have to say at that time?

A. Mr. Truman stated that they had tried to get along and that he felt that up until that time that it looked like we were going to be able to do business together. I stated to Mr. Truman that I did not feel that way after the action that had happened on a previous Friday night to one of the employees that we had had come to work. [462]

* * * * *

Q. In the meantime had you been in touch with

(Testimony of John Sparrowk.)

your Chicago office with regard to a certain contract? A. Yes, sir.

Q. What were your instructions with regard to that?

Trial Examiner: May we have the time, please?

A. During the week previous to——

Q. (By Mr. Margolis): February 13?

A. Yes, sir.

* * * * *

The Witness: I talked with him daily on the telephone, but [463] I would fix that time perhaps as being around the 6th of February.

* * * * *

Q. (By Mr. Margolis): At that time you received certain instructions from Chicago?

A. That's right.

Q. And to what effect?

A. I was told that there was in the Chicago office a contract that had been signed by Joseph Dillon and W. L. Williams and sent or given to some one in Chicago applying to the Seattle plant. It was the same contract, a copy of one, that was used in Los Angeles.

Trial Examiner: Who told you that?

The Witness: Mr. Chester Pink, the vice-president in charge of manufacturing.

* * * * *

Q. (By Mr. Margolis): Up until the time of that conversation [464] on February 6 had you ever seen a contract involving the Seattle plant?

A. No, sir.

(Testimony of John Sparrowk.)

Q. Up until the time of this meeting in the plant at Seattle on February 13 had you seen such a contract? A. No, sir.

Q. Now, operations resumed on what date or got under way on what date, Mr. Sparrowk?

A. I would say February 14.

* * * * *

Q. On which date you had approximately how many employees, by the close of business February 14, approximately?

A. I should guess maybe 35 or 40 employees. Again, it is definitely guesswork.

Q. Could I refresh your memory with this (indicating)?

A. Please. I would say approximately 50 employees.

Q. Approximately 50?

Trial Examiner: Before we get too far away, if I may come in here for a moment.

You spoke to Mr. Pink and you told us that he said that there was a contract in the Chicago office?

The Witness: Yes.

Trial Examiner: Now, what, if anything else, did he tell you? [465]

The Witness: He told me that he wanted to send the contract on to me and he did not want me to sign that contract or any other contract until I was convinced that whosever contract I was interested in signing had a majority of the members. He asked me where the contract should be sent and

Testimony of John Sparrowk.)

suggested that he send it to Oakland because I didn't know at the time of that conversation just where I would be.

Trial Examiner: One more point—oh, go ahead, I will reserve this, go ahead, sir.

Does that complete the conversation with Mr. Pink?

The Witness: Yes, sir.

* * * *

Q. (By Mr. Margolis): Mr. Sparrowk, at the time of that conversation with Mr. Pink on February 6, were you under instructions that eventually you would have to sign the Teamster contract?

A. No, sir.

Q. Did you consider yourself free to enter into a labor agreement with any labor organization that had a majority of [466] people in the plant?

A. I would say as free as you can be with pickets on the outside and conversations coming to you from all angles from people who say they represent the members, yes, sir.

Q. We appreciate that entering into a labor contract is not the simplest thing in the world but with regard to the selection of the organization, were you completely free?

A. Yes, sir, I indicated in that very week to Mr. Truman that we had some possible negotiations—

Trial Examiner: Pardon me. Had you ever negotiated any collective bargaining agreements in the Western Division?

The Witness: The Oakland contract was a con-

(Testimony of John Sparrowk.)

tinuation of a contract that had been in existence. I was present at some of the negotiations on the Los Angeles contract, yes, sir.

Trial Examiner: Was there a principal spokesman for the company in connection with those negotiations?

The Witness: Not on the West Coast. Mr. Korshak handled it for us from Chicago.

Trial Examiner: I can't understand something. Now, in this area of collective bargaining with any labor organization pertaining to any of the plants under your supervision, are you subordinate to the judgment or instructions of any other individual connected with The Englander Company?

The Witness: Yes, sir.

Trial Examiner: Who is that? [467]

The Witness: I am subordinate to Mr. Ira Pink, who is president of the company.

Trial Examiner: Who makes the final decision as to whether or not provisions should go into contracts or whether or not a contract should be signed?

The Witness: I would say that the final decision is made by our labor counsellor, Mr. Korshak. I negotiate without his assistance all items pertaining to wages and other factors, but there are some items that are handled by him.

Trial Examiner: Now, on this conversation with Mr. Pink did he in words or substance tell you that subject to your check of the majority that this contract was satisfactory to the company?

(Testimony of John Sparrowk.)

The Witness: No, sir. He did indicate that the contract was on a similar basis as to the one that we had in Los Angeles.

Trial Examiner: Did he in words or substance tell you, subject to your check, if the check turned out that you were convinced of the Teamsters' majority that you should go ahead and sign it?

The Witness: He told me not to sign any contract unless I was convinced of a majority. At that time, Mr. Examiner, we were very much interested in opening a plant, and speaking for my own personal feelings, it didn't make any difference to me who represented the people in the factory. [468]

* * * * *

The Witness: Yes, at a later date I called to their attention that this——

Trial Examiner: To whose attention?

The Witness: To Mr. Korshak's attention that this contract called for a different payment of pension amount than we did elsewhere; one indicated so much a week where the other was so much per hour, and that I understood that in the state of Washington there was a difference in the observance of [469] Washington's birthday and Mr. Korshak told me that he would get into those matters because he felt that it was important that recognition should be given to those facts.

Trial Examiner: Now, had the contract been signed by you yet?

The Witness: Yes, it had.

(Testimony of John Sparrowk.)

Trial Examiner: And how long after the contract was signed did you call this to your counsel's attention?

The Witness: The following week. I returned pretty speedily to Seattle and I didn't have conversation with him until then.

* * * * *

Trial Examiner: What did you do with the contract?

The Witness: I returned it to our Chicago office.

Trial Examiner: When?

The Witness: Either the 15th or 16th, when I signed it.

Trial Examiner: Do you know when Mr. Korshak signed it? Have you any knowledge or information about that?

The Witness: No, sir.

Trial Examiner: By the way, did you read that contract [470] before you signed it?

The Witness: I read only the part that was written in which was different from what we have in existence in Los Angeles. I immediately recognized it as being a similar document to what we have there.

Trial Examiner: If I understand you correctly, you read the handwritten insertions?

The Witness: That is right.

Trial Examiner: And nothing else?

The Witness: That is right.

Trial Examiner: All right, sir.

The Witness: I should say nothing else, I

(Testimony of John Sparrowk.)

started to read it, Mr. Examiner, and when I had read the first two or three paragraphs I accepted it on the advice of Mr. Pink that it was similar to Los Angeles.

Trial Examiner: How far did you get?

The Witness: I would say beyond the first two paragraphs I did not read it except when I were looking for the points that were filled in.

* * * * *

Q. (By Mr. Margolis): Along that line, Mr. Sparrowk, in what respect does the Seattle contract, Exhibit 2, differ from the then existing Los Angeles and Oakland contracts?

A. It has a date affixed in above signatures, which is not in [471] existence in the others. It shows on the last page—it does not show a place for the local employer and the general laborers counsel's place for signature. It does show one space alluded to be where the executive vice-president signs. I do not believe we have an executive vice-president in Seattle.

Q. Well, what I was getting at is this, is there a wage schedule in connection with the plants involved in the other places?

A. There is a wage schedule in Oakland, there is a partial wage schedule in Los Angeles; I am still negotiating some of the other items.

Q. There is no such wage schedule in the Seattle contract?

A. No, sir.

Q. Now, what occurred, Mr. Sparrowk, that led

(Testimony of John Sparrowk.)

you to sign this contract when you returned to Oakland?

A. Late in the afternoon of February 13 Mr. Williams called and told me that he had a majority of the labor pool that we were interested in signed up and requested that I come down to—I told him that I would like to have proof of that, and he requested that I come down to his office and ascertain it for myself. [472]

* * * * *

Q. (By Mr. Margolis): Mr. Sparrowk, inviting your attention to General Counsel's Exhibit 9, which is the photostatic copy of the signatures, would you state whether or not, if you know, the names on that exhibit represent a majority of the people who were actually employed in your plant at the close of business on February 14?

Mr. Boyd: I object. It is immaterial.

Trial Examiner: It is what?

Mr. Boyd: It is not material.

Trial Examiner: Why is it not material? [474]

* * * * *

Mr. Bassett: Mr. Examiner, to save a lot of time——

Trial Examiner: Yes?

Mr. Bassett (continuing): ——I hand you a letter that was mailed to us on May 18 demanding that the applications that we have in our possession be produced here. They are now here and I lay them on the table so that anyone who wants to use them may use them. Mr. Boyd didn't see fit to

(Testimony of John Sparrowk.)

use them. If that will help you, I don't care who uses them. I am getting tired of this. [476]

* * * * *

Q. (By Mr. Margolis): Do you recall the question? A. Yes. The answer is yes.

Q. Now, approximately you indicated by February 14 you had fifty-odd?

A. About 50 employees. [477]

* * * * *

Q. (By Mr. Margolis): When did you return to Oakland following the 14th of February, Mr. Sparrowk? A. Either the 15th or 16th.

Q. And on that date what did you do with reference to this contract, Exhibit 2?

A. I signed it and forwarded it back to Chicago.

Q. Did The Englander Company as of that time observe Exhibit 2 as being binding on it, as of the 15th or 16th of February, that is, with your signature on it?

A. Normally we do not accept a contract as binding until it has all four signatures. Mr. Korshak's was not on it.

Q. With reference to the pension matters in the contract, what was the effective date of that, pension payments? [480]

* * * * *

Mr. Margolis: I am not asking about the contract, I am asking what they actually did with reference to the pension payments provided for in the contract. A. February 15. [481]

* * * * *

(Testimony of John Sparrowk.)

Cross Examination

Q. (By Mr. Bassett): Mr. Sparrowk, when for the first time did you meet Mr. Williams?

A. On January 9.

Q. Where did you meet him and who introduced him to you?

A. Mr. Joe Dillon introduced me to him in Seattle.

Q. I think a given date, I don't remember what date it was, I thought you said February 14, or February 13, Mr. Williams phoned you and told you that he thought a majority of the employees who formerly had been employed by Craftmaster had applied for membership in Local 117? [482]

A. It was late on the 13th.

Q. Late on the 13th? A. Yes, sir.

Q. Did he invite you to examine the applications that had been signed? A. Yes, sir.

Q. Did you examine those applications and compare them with anything?

A. I examined them; I did not compare them with anything.

Q. Did you note the names of these people that were on the applications?

A. Yes, sir, I noted the names and I counted them.

Q. Did you note the dates on the applications?

A. Yes.

Trial Examiner: What do you mean by "note," you made written notations?

The Witness: No, sir. I looked at them and

(Testimony of John Sparrowk.)

ascertained when they were filled out and by whom. And I also noted, if my memory serves me correctly, that there is a place on there showing former employment, and I made particular note of those that indicated that they had been with Craft-master.

Trial Examiner: By "noted" do I understand you to mean that you observed?

The Witness: Yes, sir, a mental note.

Q. (By Mr. Bassett): Did you do that on the 14th? [483]

* * * * *

Mr. Bassett: He said Mr. Williams called him on the 13th late. I don't know when he actually got around to examining. I am trying to find out when he actually looked at the applications.

Trial Examiner: All right, let's have an answer to that.

A. I still believe it to be late on the 13th.

Q. (By Mr. Bassett): Late on the 13th?

A. Yes. If I may add to that, Mr. Williams called me again the following day and stated that he had more applications and mumbled to me how many that he had. [484]

* * * * *

Trial Examiner: On the record.

For purposes of reference the application blanks, to which reference has been made before, let's regard them, if that is satisfactory, as Respondent's 1 for identification, consisting of 62 separate

(Testimony of John Sparrowk.)

documents, bearing the caption "Application Blanks".

Is that satisfactory?

Mr. Bassett: Respondent Union's 1.

Trial Examiner: Thank you. Respondent Union's 1 for identification. [486]

* * * * *

Q. (By Mr. Bassett): Showing you, Mr. Sparrowk, what has been identified as Respondent Union's 1 for identification, I will ask you to state whether or not late on the evening of February [487] 13 you examined a group of applications, union applications of Local 117 that resemble those that you have before you now. A. Yes, sir.

Q. I will ask you to state whether you examined those for dates and for names of applicants.

A. Yes, sir.

Q. I will ask you to state whether you counted them at that time? A. Yes, sir.

Q. Have you attempted to count them here in this hearing room? A. No, sir.

Q. I will ask you to state whether at that time you counted them and what your count was at that time.

A. It was in excess of 60. I don't have the exact number.

* * * * *

Q. (By Mr. Bassett): After examining the applications composed [488] of this exhibit for identification, Respondent's 1 and counted them, I will ask you to state whether you were convinced that

(Testimony of John Sparrowk.)

Local 117 represented a majority of the production and maintenance employees at your plant or those that you had engaged to report for work.

A. Yes, sir. [489]

* * * * *

Trial Examiner: They will be excluded.

Can you indicate for me about how many of those applications that you looked at on this occasion when Mr. Williams showed them to you indicated that the signatories had worked at Craftmaster?

The Witness: I would say approximately 40, Mr. Examiner.

Trial Examiner: And approximately 40 of those applications showed the name in one form or another of Craftmaster as the former employer, is that right?

The Witness: To the best of my recollection, yes, sir. I am certain that not all of them had worked there. [490]

* * * * *

Trial Examiner: I just want you to tell me how many of those applications show Craftmaster in the blank provided for former employees.

The Witness: All right, sir.

Here is one that says "terminated of closing". Am I again to assume this is Craftmaster or not?

Trial Examiner: Indicating the name Craftmaster?

The Witness: Yes.

(Testimony of John Sparrowk.)

Trial Examiner: There is a blank for former employer?

The Witness: Yes.

Mr. Bassett: Do I understand that the Examiner is ruling out those that say terminated on such and such a date in January as being Craftmaster employees?

Trial Examiner: I am not ruling out anything. I have asked the witness a question. [491]

Mr. Bassett: You have asked him to count how many had the word "Craftmaster" written on it as former employer, is that what I understand, is that correct?

Trial Examiner: I am perfectly willing to have the question I asked the witness read for you, Mr. Bassett.

Mr. Bassett: Well, I don't think the witness understands the question, because he hasn't counted those that do not actually have the word Craftmaster written on them.

The Witness: The answer is 36, Mr. Examiner, if my count is correct. [492]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Boyd): You say that Mr. J. E. Hunt went on your payroll on February 1?

A. Yes.

Q. In what capacity?

A. As factory manager.

Q. Mr. Bill Moore went on your payroll on what date? A. January 23.

(Testimony of John Sparrowk.)

Q. In what capacity?

A. As factory foreman.

Q. Mr. "Red" Henry went on your payroll on what date?

A. On probably the 18th or 19th. I think there is something that would refresh my memory, if the counsel would like to make it available.

Trial Examiner: 18th or 19th of what?

The Witness: Of January.

Q. (By Mr. Boyd): In what capacity? [495]

A. As foreman of the shipping department.

Q. These three men all occupied supervisory positions?

A. Yes, sir. May I ask you to define supervisory for me, please? We have a definition in Englander.

Q. Do they direct other people in the performance of the work, do they have that as a part of their responsibility?

A. They do in addition to several others in the Englander plant, yes, sir. [496]

* * * * *

Trial Examiner: Do you know offhand about how many contracts with the Teamsters Englander has in the area under your supervision?

The Witness: Yes, sir. We have three.

Trial Examiner: You have three?

The Witness: Yes, sir, we have three plants, Los Angeles, Oakland, and Seattle, under my supervision.

Trial Examiner: In your own mind do you re-

(Testimony of John Sparrowk.)

gard them as following a general pattern, a general similar pattern?

The Witness: With the exception of the Oakland which has some considerable difference, but some of the same, yes, sir.

Trial Examiner: I am trying to get out from under a semantic characterization, if we can here, gentlemen.

Go ahead.

Q. (By Mr. Boyd): Do I understand your answer to the Trial Examiner that there are but three agreements with Teamster Unions, there are but three agreements of The Englander Company with Teamster Unions?

Mr. Bassett: In this area he said.

A. With the exception of those in my area I do not know who we have agreements with elsewhere.
* * * * * [497]

Q. (By Mr. Boyd): What is the position of this Mr. Dillon with the Western Conference of Teamsters?

A. I don't know. He is familiar with the Los Angeles contract, he is familiar with Oakland and he entered into this one by the introduction of Mr. Williams and his signature appeared on the contract. I do not know his official capacity.

Q. Did he also sign the Oakland contract?

A. Yes, sir.

Q. Did he also sign the Los Angeles contract?

A. Yes, sir.

(Testimony of John Sparrowk.)

Trial Examiner: When you spoke with Mr. Pink on or about February 6—— [498]

Mr. Boyd: Pardon?

Trial Examiner: When you spoke to Mr. Pink on or about February 6 did he tell you how the contract, General Counsel's 2, came to Chicago, how it came to be there?

The Witness: He received it from Mr. Dillon. I do not know whether he received it by mail or in person.

Trial Examiner: Mr. Pink didn't say?

The Witness: No, sir, he said he received from Mr. Dillon a contract which had been signed by he and Mr. Williams. [499]

* * * * *

Q. (By Mr. Boyd): Are we to understand from your testimony, Mr. Sparrowk, that you were the person with full authority to and did conclude the acquisition of such interests and property as you did acquire on the 16th of January in the transaction at the First National Bank?

A. No, sir.

Q. So the details of that had been negotiated in advance of your going down there?

A. No, sir. Some of which had been done. There were two other principals from Englander present and together we did the job.

Trial Examiner: On that date or previous?

The Witness: We discussed with the Craftmaster attorneys constantly back and forth on the telephone. We consummated the things and made final

(Testimony of John Sparrowk.)

changes at that particular meeting on advice from our attorney in Chicago who was on the telephone actually at that time with us. [500]

* * * * *

Direct Examination

Q. (By Mr. Margolis): The names of J. E. Hunt, "Red" Henry and Bill Moore are those of Englander supervisory employees who formerly were employed by Craftmaster, correct?

A. Yes.

Q. Now, what authority did those men or any of them have from you with reference to matters involving negotiating with labor organizations?

A. None whatsoever.

Q. What authority, if any, did any of them have with you to imposing any union affiliation as a condition of employment with your firm?

A. They had none.

Mr. Margolis: That is all.

Trial Examiner: Which of these individuals, if any, had the right to hire or fire or both?

The Witness: As of what date?

Trial Examiner: I am speaking of the time that they entered your employ, respectively. [501]

The Witness: None of them as of the time they entered our employ.

Trial Examiner: Were any of them vested with authority to making recommendations to you as to hiring or firing?

The Witness: I received recommendations from all of them plus other people.

(Testimony of John Sparrowk.)

Trial Examiner: And what weight did you attach to their recommendations?

The Witness: Considerable prior to the 13th of February, because, frankly, we couldn't get anybody else.

Trial Examiner: Do I understand that you depended on these people prior to February 13? I mean relied upon them.

The Witness: Yes. I instructed one of them, Bill Moore, to call the S.O.S. Employment Agency and see who he could get to come to work, yes, sir.

Trial Examiner: Now, as of the day they were appointed, respectively, to their supervisory jobs in their respective departments, whom did you hold accountable for the efficient operation of those departments?

The Witness: Since I acquired them on different days it changed constantly with the acquisition of other employees. I acquired "Red" Henry prior to acquiring Bill Moore. I acquired Ed Hunt subsequent to Bill Moore, so, again, there were changes. The hiring of factory personnel was vested in myself, and later it was turned over strictly to Bill Moore, [502] with the instructions to the other people that he was to do all hiring.

Trial Examiner: My point is, however, let's take Henry. From the time that you employed him, in his department whom did you hold accountable for the efficient operation of his department? Whom did you look to for that?

The Witness: I looked to him.

(Testimony of John Sparrowk.)

Trial Examiner: And how about Moore?

The Witness: I looked to Moore for four departments.

Trial Examiner: And how about Hunt?

The Witness: I looked to Hunt for nothing except the office at that time. In fact, his detail of still winding up Craftmaster lent him ineffective for quite sometime as far as Englander was concerned.

Trial Examiner: But from the time you hired him did he have any supervisory functions?

The Witness: Yes.

Trial Examiner: Did he have authority to give any employees instructions as to what to do?

The Witness: No, sir, other than the office personnel.

Trial Examiner: I mean those people under him.

The Witness: In the office, yes, sir, not in the factory.

Trial Examiner: And how many were those?

The Witness: Approximately 11 or 12. [503]

* * * * *

Redirect Examination

Q. (By Mr. Margolis): Who ultimately passed on the employees who were being screened or interviewed or seen in the early stages of this, Mr. Sparrowk? A. In the early stages I did.

Q. And was that the purpose of your interviewing these employees, to see their qualifications?

A. Yes, sir.

(Testimony of John Sparrowk.)

Q. Was that the situation up to and including February 14? A. Yes, sir. [504]

* * * * *

Trial Examiner: Going back to this occasion when you gave a number of people the address of the Teamsters and referred them there——

The Witness: Yes.

Trial Examiner: (Continuing) ——that was a date in January, if I recollect correctly?

The Witness: January 11.

Trial Examiner: January 11?

The Witness: Yes. [507]

Trial Examiner: At that time had you had any information or knowledge that any labor organization or organizations other than the Teamsters had represented employees in the Craftmaster plant?

The Witness: Yes, sir.

Trial Examiner: And what organizations were those?

The Witness: Those were the Upholsterers Local No. 5, or Woodworkers, or Furniture Workers—I did not know at that time the local number—and the Teamsters.

Trial Examiner: Did you refer any of those individuals who belonged to either the Furniture Workers Local or Upholsterers Local to the Teamsters?

The Witness: They were all members of one or the other so consequently I did not.

Trial Examiner: I understand now from you that you knew at the time when you made those

(Testimony of John Sparrowk.)

references that those employees were members of some other labor organizations than the Teamsters, is that right?

The Witness: Yes, sir.

Trial Examiner: About how many employees in all did you refer to the Teamsters on that date?

The Witness: I would say between 15 and 18.

Trial Examiner: Why did you refer them to the Teamsters?

The Witness: Because I was advised by representatives of the Teamsters that they expected to have the Seattle operation [508] as they have it elsewhere in the country.

* * * * *

Trial Examiner: You took their word for it?

The Witness: Yes, sir, that they expected to, not that they would, that they expected to.

* * * * *

Trial Examiner: I ask you again, then, why did you refer them to the Teamsters?

The Witness: Because they had indicated in a statement to me that they were going to have them, and I invited the people to ascertain what they had to offer so when the decision was made they would know the entire content of what all three of the unions could offer.

Trial Examiner: Was it your preference at that time that collective bargaining relations be with the Teamsters rather than the other labor organizations?

(Testimony of John Sparrowk.)

The Witness: At that time I had no preference. [509]

* * * * *

Redirect Examination

Q. (By Mr. Margolis): Mr. Sparrowk, referring briefly to Respondent Union's Exhibit 1 for identification, I invite your attention to your testimony yesterday when you stated to the Examiner that at the time you examined those there were in excess of sixty. Now, on what date was that examination made by you?

A. That was late on February 13.

Q. Subsequent to that time did you receive any communication from Mr. Williams concerning whether there were additional applications?

Mr. Boyd: I object. This has been testified to.

* * * * *

A. Yes. [514]

* * * * *

Q. (By Mr. Margolis): What did he communicate to you at that time?

* * * * *

A. Late in the afternoon of February 14 he called me to indicate that he had in excess of twenty more applications which had been signed.

Q. (By Mr. Margolis): Now inviting your attention to General Counsel's Exhibit 9, do you recall when you saw the original of that document?

A. Yes, sir. About 11:00 o'clock on the morning of the 15th.

Q. Fifteenth of February?

(Testimony of John Sparrowk.)

A. Yes, sir. [515]

* * * * *

Q. To the best of your recollection were all the signatures now appearing on General Counsel's Exhibit 9 on the original on the 15th of February?

A. I would say there were two pages at that time.

Q. There were two pages? A. Yes.

Q. Were they fully completed?

A. The first was fully completed. I am reasonably sure the second was fully completed.

* * * * *

Trial Examiner: How did you come to see the original of General Counsel's 9?

The Witness: Mr. Williams called me and told me he had such a paper. I stated to him that I would like to see it. He brought it by the factory prior to my taking a plane for Oakland.

Trial Examiner: This was on the morning of the 15th?

The Witness: Yes, about 11:00 o'clock.

Trial Examiner: Did he tell you in words or substance that these were the additional signatures that he had called you about?

The Witness: He told me this represented the signatures [516] that he had of the people who had made application to that date.

* * * * *

GEORGE MERTEL

a witness called by and on behalf of the Employer, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * * *

Q. (By Mr. Margolis): Were you formerly an employee of the Craftmaster Company?

A. Yes, I was.

Q. At its Seattle plant? A. Yes, sir.

Q. Approximately how long had you worked for that firm?

A. Oh, around about seventeen years. [517]

Q. And your job there was what, Mr. Mertel?

A. I am a shaperman.

Trial Examiner: S-h-a-p-e-r-m-a-n?

The Witness: That is right.

Q. (By Mr. Margolis): A shaperman has to do with wood working? A. That is right.

Q. You were a member of what union while employed by Craftmaster?

A. Furniture Workers Union.

Q. Local? A. What is it, 10197?

Q. The same Local that all the others belonged to?

A. Furniture Workers. I don't remember. It had too many numbers.

Q. Mr. Mertel, did you participate in any of the picketing at the Craftmaster plant in January and February of this year? A. Yes, I did.

Q. On behalf of what union?

A. The Furniture Workers.

(Testimony of George Mertel.)

Q. And were you at the plant on the morning of February 13, 1956, just prior to that Furniture Workers union meeting? A. Yes.

Q. And up until that time had you made any effort to become a member of the Warehousemen's Union Local 117? [518]

A. No, no, I didn't go anywheres near it.

Q. Did you attend the union meeting that day?

A. Yes.

Q. How did you happen to go there and what caused you to go to the union meeting, who notified you?

A. Well, I was out for about a month, out of work, and I wanted a job, so I went down to the meeting.

Q. Where was the meeting?

A. Down at the Labor Temple, the Furniture Workers.

Q. And about how many people were at that meeting at that time?

A. Oh, I imagine around twelve or thirteen or so.

Q. All members of your union?

A. That is right.

Q. And was Mr. Kissick there?

A. Yes.

Q. Was he presiding at the meeting?

A. That is right.

* * * * *

Q. (By Mr. Margolis): (Interrupting) What was his instruction to you, if any? [519]

(Testimony of George Mertel.)

A. Well, our instructions were to go over and sign up at the Teamsters.

Q. Now, Mr. Kissick told you that?

A. Yes.

Q. All right, following that did you sign up at the Teamsters?

A. Yes, we all went over in a group.

Q. That same day? A. That same day.

Q. Up until that meeting with Mr. Kissick, had you made any decision to join the Teamsters Union? A. No. No, I didn't.

Q. Were you intending to join up until then?

A. No, I had no intentions.

Q. You were present at the plant when all the other employees were there on the morning of the 13th, you stated? A. That is right.

Q. And you heard what went on there?

A. Yes. [520]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Boyd): When was it that you had talked with Mr. Sparrowk?

A. Well, it was around, oh, it must have been around—right after the Furniture Workers, right after the plant shut down. About the 11th, wasn't it?

* * * * *

Q. Under what circumstances was it that you happened to talk with Mr. Sparrowk?

A. I don't just recall but I think he told us to come down and see what was going on. At least I

(Testimony of George Mertel.)

went down, I know, to see whether there was a job there for me or not. I talked to Mr. Sparrowk and he told me that there would be a job for me any time the plant opened up.

Q. Do you recall where it was that you talked with Mr. Sparrowk?

A. Yes, it was on the second floor.

Q. And where on the second floor? [521]

A. Well, in a little office in the upholstering department.

Q. Do you recall fully what it was that passed between you and Mr. Sparrowk during the course of that interview?

A. Well, we sort of joshed back and forth, I remember, and he asked me if I'd like to go to work there and I said yes, and I said I'd be glad to come back on my old job. "Well," he says, "as soon as the plant opens up you come back and go to work."

Q. Did he indicate to you when you should come back to the plant?

A. No, there was no definite date.

Q. He did not suggest that you come back on the following Monday? A. No.

Q. In the course of his talking with you at that time was any mention made of any union agreement? A. No, not that I know of.

Q. Did he in talking with you make reference at all to the Teamsters Union?

A. Not that I know of.

Q. You have no recollection of that?

A. No. No, because I have been there a long

(Testimony of George Mertel.)

time and he took a chance, I just imagine he took a chance on me being back on that job as a shaperman regardless of what was going to happen. [522]

* * * * *

Q. (By Mr. Boyd): The following Monday was on January 16.

A. Yes, I think I was there.

Q. Now, did you hear Mr. Sparrowk when he spoke to the group of employees? A. Yes.

Q. On that occasion did he talk with you personally? A. No.

Q. On that occasion did you hear him make reference to the national agreement with the Teamsters Union?

A. No, he didn't say anything about it.

Q. You have no recollection of it then?

A. No.

Q. When you said a moment ago that it was something he said to a group of employees, to what were you referring?

A. Well, they were firing questions at him.

Q. What question was put and what was his answer, then?

A. Well, some of them were about wages, how the wages were, and the conditions, what the conditions would be, and he replied that they would be about the same as the other factories, [527] might be a half-cent one way or another in wages, and that's about all I could remember what he said there, except they weren't ready to go to work yet and they had a lot of inventory to take and clean-

(Testimony of George Mertel.)

ing up to do, and he advised us when there would be another meeting or we'd be called by telephone or something.

Q. Wasn't one of the questions put to Mr. Sparrowk at that time by some one of the workers there, or former workers of Craftmaster, this question, in substance, well, what is this that we are required to do with reference to joining the Teamsters Union or a question in substance to that effect? Was he asked such a question? A. No.

Q. Was any question asked about union membership, the requirement of union membership?

A. Not that I remember. [528]

* * * * *

Q. Do I understand you correctly that after you had attended the meeting of your Furniture Workers Union you did then go down to the Teamsters Hall and sign up the application, is that correct?

A. That is right.

Q. And at that same time you did sign the original of this document as is shown—this document, General Counsel's Exhibit 9—and I direct your attention to the signature appearing in the left column of names?

A. That's me right there (indicating).

Q. You have identified your signature as being that, the seventh from the bottom in the left column? A. That's right.

Q. Do you remember the date on which you signed this?

(Testimony of George Mertel.)

A. That must have been on the 13th, because I went to work the next day.

Q. You went to work on the next day?

A. Yes.

Q. Didn't you go down there with some other men, Fred Rober, Earnest Herman, Marvin Bale?

A. That's right.

Q. You went down with a group of men? [529]

A. That's right.

* * * * *

Q. You went down to the Teamsters around noontime?

A. Yes, from the Furniture Workers Hall. [530]

* * * * *

Q. Is it your recollection that you went to work on the morning of the 14th?

A. Well, it was around in there somewhere.

Q. Who assigned you to the work that you did on the morning that you went to work?

A. Bill Moore.

Q. What did he tell you to do?

A. He told me to go back to my old job and take over.

Q. This was when you showed up at the plant on the morning that you went to work?

A. Yes.

Q. Did he check with you as to whether you had joined the Teamsters at the time? A. No.

Q. Now, if it is established by other evidence that you actually went to work on Wednesday, the 15th, would it be your [531] present recollection

(Testimony of George Mertel.)

that these things that occurred occurred the day before you went to work?

A. It all occurred the day before. Whichever day I went to work everything happened the day before, that is right.

* * * * *

Redirect Examination

Q. (By Mr. Margolis): Mr. Mertel, at any of these meetings at the plant, did you hear Mr. Sparrowk or Mr. Moore instruct you or any other employees to join the Teamsters Union?

A. No, not that I know of.

Q. Did you hear them say such a thing?

A. No.

Q. Did either Mr. Sparrowk or Mr. Moore tell you that you would not have a job unless you affiliated with the Teamsters [532] Union?

A. No, I didn't hear anything like that. [533]

* * * * *

WILLIAM J. MOORE

a witness called by and on behalf of the Employer, being first duly sworn, was examined and testified as follows:

Direct Examination [537]

* * * * *

Q. (By Mr. Margolis): Mr. Moore, were you ever employed by the Craftmaster Company?

A. Yes, I was.

Q. How long did you work for them?

A. Approximately twenty-four years.

(Testimony of William J. Moore.)

Q. What was your most recent capacity with them?

A. I was the upholstery and mill foreman.

Q. And your employment with Craftmaster terminated when, as you recall?

A. As I recall it was January 20.

Q. This year? A. Yes.

Q. Did you subsequently become employed by another firm? A. Yes.

Q. And what was that firm?

A. Englander Company.

Q. And on what date? A. January 23.

Q. And what was your capacity with Englander at that time, January 23?

A. I had basically the same job, the upholstery foreman and mill foreman. [538]

Q. What is your job with Englander now?

A. I am the general superintendent.

Q. And when did you acquire that title?

A. I think it was May 9.

Q. Would you tell the Examiner when, if ever, you had authority to hire and fire employees of Englander?

A. I had authority from the day the plant opened for production, which I think was February 13, or 14, February 13, I am sure.

Q. Who did the actual hiring up until the plant opened for production?

A. Mr. Sparrowk did all the hiring except there might have been an occasion or two when he was out of town, and then I was there to hire a casual

(Testimony of William J. Moore.)

or two. We were cleaning up and taking inventory and so on.

Q. Who did the screening for employment up until February 14?

A. Mr. Sparrowk mostly when he was there.

Trial Examiner: Upon what authority did you act to hire any people prior to the 13th?

The Witness: Well, through the company, Mr. Sparrowk.

Trial Examiner: He had given you authority?

The Witness: When he was not in town, only.

Q. (By Mr. Margolis): All right, to what extent did you exercise that hire and fire authority, up until the 13th, 14th?

A. In probably one case, as I recall. [539]

Q. And what was the category of that employee?

A. A casual and inventory taker and clean-up man.

Q. And where did you get that employee?

A. As I remember, I think it was from the S.O.S. Employment office, if I remember correctly.

Q. Now, Mr. Moore, you were in and about the Englander plant or the Craftmaster plant from January up to the present time, were you not?

A. Yes.

Q. Did you know the majority of the employees quite well? A. Yes.

Q. Were you on a rather friendly basis with the majority of them?

A. Yes, very friendly.

(Testimony of William J. Moore.)

Q. And still are? A. Yes. [540]

* * * * *

Q. (By Mr. Margolis): Mr. Moore, starting on the 11th of January did Craftmaster or former Craftmaster employees discuss with you the question of the status of the Teamsters Union in the plant?

* * * * *

A. Yes. [541]

* * * * *

Q. (By Mr. Margolis): What was the nature of those questions that were put to you?

A. Of course, they were interested in their jobs and naturally they were asking me about those things and I told them it was my understanding that the Teamsters had approached the company in regard to union membership, and that's as far as I knew because I was still working for Craftmaster at the time.

Q. During the time when you were still on Craftmaster's payroll or when you entered the payroll of the Englander Company, did you tell any employee or prospective employee that he had to become a member of the Teamsters Union as a condition of obtaining employment there?

A. No, sir.

Q. Did you tell any employee or prospective employee that he had to join the Teamsters Union?

A. No, sir.

Q. Did you suggest to any one that they join the Teamsters Union, any employee?

(Testimony of William J. Moore.)

A. No, sir.

Q. Do you recall a man by the name of Robert McDonald who was working in the shipping department of the plant?

A. I do not recall him specifically, no. [542]

* * * * *

Q. (By Mr. Margolis): Mr. Moore, who was your immediate superior at the Englander operation?

A. At what time?

Q. At the Englander operation starting when you came on their payroll on the 23rd of January.

A. Mr. Sparrowk.

Q. Now, did Mr. Sparrowk give you any instructions to impose any conditions of union membership with respect to employment of those people?

A. No, he didn't, except he indicated to me that the Teamsters had approached the company in regard to membership and that's about the extent of it.

Q. Did you have any authority from Mr. Sparrowk to enter into any negotiations with any labor organization?

A. No, sir.

Q. Did you ever exercise such authority?

A. No, sir. [543]

* * * * *

Q. Now, there has been testimony that you had contacted some of the employees to instruct them to come in to interview Mr. Sparrowk on the 11th of January. I think you contacted them on the night of the 10th?

(Testimony of William J. Moore.)

A. Yes, and a lot of them contacted me and a lot came in that I did not contact. I did it more as a gesture on my part.

Q. Had you not discussed this with Mr. Sparrowk in advance? A. Briefly.

Q. The propriety of your letting these people know that?

A. Yes, because they indicated they were going into the business, there were a lot of people, if I went with Englander, that I would like to have as employees. If they were interested in going to work, I told them that they could interview Mr. Sparrowk.

Q. Do I understand that Mr. Sparrowk told you that you could notify those people that they could come in to see him?

A. He didn't notify me, no, but he suggested that it might be a good idea that some of them come in and talk to him.

Q. Then he did suggest that you contact these people? [549]

A. Probably, but just as many came in that I did not contact.

Trial Examiner: Were those people you recommended to him people you contacted?

The Witness: Not necessarily.

Trial Examiner: Well, were any of the people you recommended to him people that you contacted?

The Witness: Yes.

* * * * *

DANIEL A. WALTERS

a witness called by and on behalf of the Company,
being first [550] duly sworn, was examined and
testified as follows:

Direct Examination * * * * *

Q. (By Mr. Margolis): Were you formerly
employed by the Craftmaster Company?

A. Yes, sir.

Q. And up until about January of this year,
Mr. Walters? A. Yes, sir.

Q. And what was your job with them?

A. I was a band sawyer. I am a band sawyer.

Q. And you belonged to the Furniture Workers
Union? A. Yes, sir.

Q. Mr. Walters, do you recall about the date
that you were separated from your job with Craft-
master? A. January 10.

Q. Were you at the plant on January 11?

A. No.

Q. Do you recall about when you were at the
plant after that?

A. Oh, it was sometime the first of February,
somewhere along there.

Q. Did you have any conversation with Mr.
Sparrowk? [551] A. Not personally, no.

Q. Did you hear him addressing a group of
employees? A. Yes, sir.

Q. In the early part of February?

A. Yes.

Q. Now, Mr. Walters, did Mr. Sparrowk ever
tell you or this group of employees that you or any-

(Testimony of Daniel A. Walters.)

body had to become a member of the Teamsters Union? A. No, sir.

Q. Did he tell you or any of the employees within your hearing that membership in the Teamsters Union was a condition of your getting a job with the Englander Company?

A. Not that I recall at all.

Q. Are you a member of Local 117 at the present time? A. Yes, sir.

Q. And do you recall when you became a member? A. Sometime, I guess, in February.

Q. Around mid-February?

A. I don't know exactly.

Q. Did you go to a meeting of the Furniture Workers Union shortly before you went back to work? A. No.

Q. Who told you to become a member of the Teamsters Union, if anybody?

A. Well, I guess that—they said that we had to be a member [552] of some union when we went to work.

Trial Examiner: Who said that?

The Witness: I wouldn't recall who it was.

Q. (By Mr. Margolis): Was it Mr. Sparrowk?

A. No, I guess it was just general talk.

Q. Just a rumor? A. Yes.

Q. Was that the reason you became a member?

A. I wanted to go to work and I knew I had to join something.

* * * * *

(Testimony of Daniel A. Walters.)

Q. (By Mr. Margolis): Are you acquainted with Bill Moore? A. Yes.

Q. Did he ever tell you that you had to become a member of [553] the Teamsters Union?

A. No.

Q. Did Mr. Hunt ever tell you that?

A. No.

* * * * *

Cross Examination

Q. (By Mr. Bassett): Did you ever attend a meeting at the Teamsters Union?

A. I think I was up there twice.

Q. And did someone address a group up there on behalf of the Teamsters Union Local 117?

A. I think Mr. Williams, if I am not mistaken.

* * * * *

Q. Did they notify you by mail, did you receive an invitation by mail? A. Yes.

Q. Is that why you went there?

A. Yes, sir.

Q. Did Mr. Williams explain to you the Teamsters health and welfare plan? [554]

A. I think they did.

Q. Did he also explain to you the Teamsters pension plan—— A. (Interrupting) Yes.

Q. (Continuing) ——that they hoped to get from Englander? A. Yes. [555]

* * * * *

Cross Examination

Q. (By Mr. Boyd): Do I understand you to say that you had been a member of the Furniture

(Testimony of Daniel A. Walters.)

Workers Union? A. No.

Q. You didn't belong to the Wood Workers?

A. No.

Q. It was the Furniture Workers A.F.L.-C.I.O.? A. Yes.

Q. Tell me this, Mr. Walters, were you a member of the Furniture Workers at the time that you were terminated by Craftmaster? A. Yes, sir.

Q. And did you continue your membership with them up until the time you joined the Teamsters?

A. Yes, sir.

Q. You said you understood that you had to join some organization to have work at the plant, is that not correct? A. Yes.

Q. What decided you, then, if you had to join some organization and you then belonged to the Furniture Workers, what decided you to join the Teamsters?

A. It was understood that the Teamsters would have the union in there. [556]

Q. Who told you this, Mr. Walters?

A. Just talk around, different ones.

Q. Pardon me?

A. Just different ones talking about it.

Q. Well, now, who talked with you about that?

A. Just the men around the plant.

Q. Well, do you ordinarily take instructions from the men in the plant?

A. Not exactly, no, but there is just a general understanding that the Teamsters would have the union in there.

(Testimony of Daniel A. Walters.)

Q. Do you know the source of that understanding?
A. No, I don't.

Q. And was it because of that understanding that you went and applied to the Teamsters?

A. Yes.

Q. Did you sign anything at the Teamsters Hall when you went there?

A. No, not that I recall of signing anything.

Q. I direct your attention to the document before you, which is General Counsel's Exhibit 9 and to the first page thereof, and on the sixth signature thereof, is that your writing?

A. Yes, sir. * * * * * [557]

Q. (By Mr. Bassett): Mr. Walters, I have in my hand an application here that bears your name and I have marked it RU-3, for identification, and I will ask you to state whether that bears your signature and whether all of that is in your handwriting, sir? * * * * *

A. Yes, sir.

Q. (By Mr. Bassett): That is all in your own handwriting?
A. Yes, sir.

Q. Do you notice the date, January 11, is that your handwriting, [559] too?
A. Yes, sir.

Q. Now, do you have a better recollection of when you joined the Teamsters Union, or the Warehousemen's Local 117, does that refresh your recollection that you did make application?

A. This is the application?

Q. Well, it is in your handwriting, you have testified, and your signature.

Testimony of Daniel A. Walters.)

Trial Examiner: Does that refresh your memory as to when you became a member of the Teamsters, does it awaken your memory?

The Witness: Yes, I think it does.

* * * *

Redirect Examination

Q. (By Mr. Margolis): What is your age, Mr. Walters? A. Seventy-four.

Mr. Margolis: No further questions. [560]

Trial Examiner: How did you happen to become a member of the Teamsters on January 11, 1956?

The Witness: I think there was an interview at the plant and they said that we could go up to the Teamsters and make application for membership.

Trial Examiner: Now, who said that to you?

The Witness: Mr. Sparrowk.

Mr. Margolis: I beg pardon?

The Witness: Mr. Sparrowk was interviewing me.

Trial Examiner: Excuse me, please.

Mr. Margolis: I am sorry.

Trial Examiner: You had a talk with Mr. Sparrowk in the plant on January 11, 1956, I take it?

The Witness: Well, if that was the date, and I think it was.

Trial Examiner: Will you now tell me everything that was said between you and Mr. Sparrowk on that date?

The Witness: Well, there wasn't anything said that I know of any more than just how long I had

(Testimony of Daniel A. Walters.)

worked for Craftmaster and my duties as I carried on around the plant.

Trial Examiner: And what was said about the Teamsters? You made some reference to the Teamsters.

The Witness: He just gave me the address of the place and said to go up there and talk it over with the Teamsters about application for membership in the union. [561]

Trial Examiner: Had you asked him for the address or what happened?

The Witness: No, I didn't ask him for any address at all.

Trial Examiner: Was he the first one who brought up the address?

The Witness: He just wrote the address on a slip of paper.

* * * * *

Q. (By Mr. Margolis): Mr. Walters, would you relate again just what discussion there was between you and Mr. Sparrowk on January 11—strike that.

Are you sure you were in the plant on January 11 to talk to Mr. Sparrowk?

A. I don't know what the date was but it says there——

Q. (Interrupting) No, I am not talking about this paper (indicating). I say are you sure you were in the plant to talk to Mr. Sparrow on January 11?

(Testimony of Daniel A. Walters.)

A. I am not positive about that but I was up—— [562]

* * * * *

Q. (By Mr. Margolis): Who was present when you talked to Mr. Sparrowk?

A. Just the two of us.

Q. Just the two of you. Would you tell the Examiner according to your best recollection just what Mr. Sparrowk told you on that date?

A. He just asked me the questions of how long I had worked for Craftmaster and what my work was and that was about all, just a question or two.

Q. Did he tell you that you had to join the Teamsters Union?

A. No, he didn't tell me that I had to join anything. * * * * * [564]

ERNEST J. DANTINI

a witness called by and on behalf of the Company, being first [565] duly sworn, was examined and testified as follows:

Direct Examination * * * * *

Q. (By Mr. Margolis): Were you formerly employed by the Craftmaster Company?

A. Yes, sir.

Q. And for about how long?

A. Approximately seven years.

Q. Until when?

A. Until January 10, 1956.

Q. Your job was what?

A. Upholsterer.

(Testimony of Ernest J. Dantini.)

Q. Up until January 10 did you belong to any labor organization?

A. I belonged to the Upholsterers International Union, Local No. 5.

Q. Mr. Dantini, were you in the plant on January 11 of 1956?

A. As I recall we were terminated on a Friday and I returned to the plant the following Monday.

Q. The following Monday. Would that have been January 16? [566]

A. Approximately, yes, sir.

Q. Was that in the morning?

A. That was in the morning.

Q. In your own words, Mr. Dantini, what took place at the plant?

A. We all gathered as a group—I say we all, meaning the upholsterers, wood workers, and mattress workers—at that time we were given a brief talk by Mr. Sparrow in regards to the future of the former Craftmaster plant.

Q. Now, at this juncture, Mr. Dantini, approximately what percentage of the former employees of Craftmaster were there at that time?

A. I would say approximately 90 per cent.

Q. Ninety per cent, and were they all gathered in a group before Mr. Sparrow? A. Yes, sir.

Q. All right, sir, now would you relate just what took place there?

A. Mr. Sparrowk gave us a brief outline of the intentions of the Englander Company, including the

(Testimony of Ernest J. Dantini.)

present conditions, the working conditions, of the U.I.U. contracts as well as the Wood Workers contracts that they would live up to and abide by and if not go beyond and make them better. As far as opening the plant was concerned he didn't know exactly when it would be opening, at the earliest possible date, and he did mention that [567] they were taking inventory and as soon as the inventory was completed, why, the plant would reopen.

Q. All right, sir. Were there any questions raised concerning the status of the Teamsters at that time? A. No, sir.

Q. Was there any mention made with regard to a so-called national or master agreement of the Teamsters? A. No, sir.

Q. Were there any questions raised by any persons present concerning the question of whether a person would have to become affiliated with the Teamsters Union?

A. Not at that meeting, sir.

* * * * *

Q. When did you next appear at the plant?

A. Oh, I believe it was the following Monday. It seemed that all the meetings occurred on Mondays.

Q. I see. And what happened then?

A. At that time the representatives of both the Wood Workers as well as the Upholsterers were, to my knowledge, in session with Mr. Sparrowk in regards to perhaps union activities. I am only speculating on that.

(Testimony of Ernest J. Dantini.)

Trial Examiner: Well, strike the speculation. Let's not have any speculation. [568]

Q. (By Mr. Margolis): By representatives, who do you mean, Mr. Dantini?

A. Well, representing the Upholsterers at that time was Ralph Royer——

Q. (Interrupting) Ralph who?

A. Ralph Royer and Mr. Al Gord, and the Wood Workers, I believe, was Mr. Carl Kissick, and Mr. Sparrowk came out and he gave us the very same picture as was had the previous Monday, in other words, their intentions of opening up the plant at an early date was expected but until such time as inventory was completed that plant could not be reopened, except for probably clean-up work and the general category regarding it. But no mention was made again of any affiliations with unions although some questions at that time were raised by some of the members.

Q. All right, questions were presented to whom?

A. They were presented, they were asked of Mr. Sparrowk.

Q. What did Mr. Sparrowk say?

A. They asked specifically, then, what were the working conditions going to be, what were the wages going to be, and so forth, and he reassured them as he had in the past that the wages would be much the same, if not a little bit higher, working conditions would remain the same.

Q. Was there any question raised as to whether

(Testimony of Ernest J. Dantini.)

there was any contract that was in effect or to be in effect?

A. No, not to the best of my knowledge. [569]

Q. Was any mention made during that meeting as to the status of the Teamsters Union?

A. No, sir. [570]

* * * * *

Q. Incidentally, how did you come to arrive at the plant on these Mondays, who summoned you?

A. We were summoned by the Upholsterers, in my particular case, Ralph Royer, if not Ralph Royer, the picket captain who happens to be Harvey Curry. We were always well informed. [571]

* * * * *

Q. (By Mr. Margolis): All right, again how were you summoned to the plant?

A. We attended a meeting on February 12 which was called by the joint committee or staff, whichever it may be of the Upholsterers International and the Wood Workers, which was held at the Labor Temple on First Avenue South. At that time we were told by Mr. Al Gord that the Upholsterers had a working agreement with the Teamsters and that as far as anything else was concerned, if we wanted to go back to work, why, he suggested that we go up to the Teamsters Hall. Now, that was his own personal edification. At that time, at that meeting, were also present the officers of the Teamsters Union and they gave us a brief talk.

(Testimony of Ernest J. Dantini.)

Q. Oh, the Teamsters representatives were present at this meeting?

A. Were present at the Labor Temple on that morning. [573]

Q. What is Mr. Gord's title?

A. He is the president of Local No. 6, Upholsterers International Union.

Q. No. 6? A. Yes, sir.

Trial Examiner: Your union?

The Witness: No, sir.

Trial Examiner: Another local, all right.

The Witness: The president of Local No. 5 at the time the cessation at the Craftmaster plant came about was under temporary suspension from the Upholsterers International Union out of Philadelphia, Pennsylvania, and it wasn't until after we had gone back to work for the Englander plant that those charges and so forth were clarified and we received the notification of the judgment in the mails from Philadelphia.

Trial Examiner: All right.

Q. (By Mr. Margolis): Now, at this meeting of February 12 was there any vote taken, union meeting? A. Yes, sir.

Q. And what was the effect of that vote?

A. The effect of the vote was that the membership would meet at approximately 2:00 p.m. at the Teamsters Hall located at 552 Dennyway for application to go to work, that is, to go to work for the warehousemen at the Englander plant.

Testimony of Ernest J. Dantini.)

Q. Excuse me, what do you mean by application to go to work? [574]

A. Well, an application to join the union.

Q. To join the union?

A. To eventually become members of the Englander plant.

Trial Examiner: To become employees, you mean?

The Witness: To become employees, I am sorry, r.

Q. (By Mr. Margolis): Approximately what percentage of the former Craftmaster employees were at this union, former Craftmaster upholsterers were at this union meeting on the 12th?

A. I believe between 80 and 90 per cent of the upholsterers were present at that meeting.

Q. All right, then what happened, Mr. Dantini?

A. As I said before, I don't like to be repetitious, but at the Labor Temple many questions and answers were on the minds of the employees, both wood workers and upholsterers, I could see this, and I believe I asked many questions of Mr. Williams specifically in regards to the health, welfare benefits, and so forth of the Warehousemen's Union. He answered them, and I believe that I suggested to the assembly that we go up to the Teamsters Hall and hear the complete story that the Teamsters had. It was at that time or shortly thereafter, I would say, within a half or three-quarters of an hour that we went up to the Hall, and at 2:00 p.m., specifically the meeting was called

(Testimony of Ernest J. Dantini.)

to order by Mr. Williams, in the presence of our former president, Ralph Royer. He was representing the Upholsterers. There was no representation by the Wood Workers. [575]

* * * * *

Q. (By Mr. Margolis): Just briefly, what took place at the Teamsters meeting at 2:00 o'clock?

A. At the Teamsters meeting we were outlined the general health and welfare benefits and we were pointed out how much better these benefits were over our previous health and welfare [576] benefits under the Upholsterers International Union. We were also advised that 500 members of one of the locals—that the Teamsters had transferred 500 members, Upholsterers, members of the Upholsterers in the Los Angeles area, which was a working agreement that the Upholsterers and Teamsters had signed. We were quick to realize, and we all had books and pamphlets and so forth, and they were in black and white, and the benefits were substantially much better than they were in the Upholsterers International. At that time the names of the people that were to be retained by The Englander Company were brought forth. Those members, that is, those names or personnel who wanted to become members of the Teamsters to go to work for The Englander Company were given applications to be considered by Mr. Williams, I presume, and the Warehousemen; then we were to go to work on the following day.

Q. Now, were applications taken at that time?

(Testimony of Ernest J. Dantini.)

A. Yes, sir.

Q. In the meantime had there been pickets from the Upholsterers at the plant, that is, up until about what time?

A. Yes, sir, until such time as the Upholsterers Union was directed by the Upholsterers International Union in Philadelphia that we had a working agreement with the Teamsters and thereby we had to abide by it, and any and all charges that were prepared, unfair labor charges, were to be—I am searching for a word, I can't find it—were to be—— [577]

Q. Until the differences were resolved?

A. Right. [578]

* * * * *

Q. All right. Then the meeting at the Teamsters disbanded following the submission of these applications, is that correct?

A. That is correct.

Q. When did you next appear at the plant?

A. On the 13th.

Q. The 13th of February? A. Yes.

Q. Briefly what took place then?

A. We walked into the plant, our cards were in the rack, we punched our cards, and we immediately were sent to work.

Q. Now, Mr. Dantini, did you ever hear Mr. Sparrowk tell you or any other employees or former employees of Craftmaster that you had to become a member of the Teamsters? A. No, sir.

Q. Did he ever urge, did you ever hear him urge

(Testimony of Ernest J. Dantini.)

you or any other former Craftmaster employees——

A. (Interrupting) No, sir.

Q. (Continuing) ——that they should join the Teamsters Union?

A. No, sir.

Q. Did you ever hear such a statement made by Mr. Bill Moore?

A. No, sir. [579]

Q. Or Mr. Hunt?

A. No, sir.

* * * * *

Cross Examination

Q. (By Mr. Bassett): At that meeting when the health and welfare plan was explained by Mr. Williams did he also explain to you the Teamsters pension plan that they hoped to get in the contract with Englander?

A. Yes, sir, he did. [580]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Boyd): With respect to that meeting you say you were addressed by the representatives of Local 5?

A. That is right, sir.

Q. The person who was in charge of that meeting was Mr. Gord?

A. That is right.

Q. Mr. Gord you say was president of Local 6?

A. Yes, sir.

Q. And is it not true that Mr. Gord was the international representative of the Upholsterers in charge of the affairs of Local 5?

A. That is right, sir. [581]

* * * * *

EVERETT H. HARSTAD

a witness called by and on behalf of the Employer, being first duly sworn, was examined and testified as follows:

Direct Examination * * * * *

Q. (By Mr. Margolis): Were you employed by the Craftmaster Company? A. Yes.

Q. And about how long? A. Since 1948.

Q. And until when, Mr. Harstad?

A. February 17, approximately, '56.

Q. February 17, 1956. Are you sure you mean February 17?

A. I worked a week after the rest of the Craftmaster employees were terminated on account of repair work.

Q. There has been testimony in this case that the termination was about January 10. Does that refresh your recollection?

A. Well, I am probably wrong. I know I worked a week longer.

Q. A week after the Craftmaster shut down?

A. Yes.

Q. And what was your job?

A. I am an all-around mattress maker. [589]

* * * * *

Q. And what took place when you returned to the plant on that date?

A. I went in and asked Mr. Sparrowk for a job. I told him if I didn't go to work pretty soon I'd have to find something else.

Q. Now, you don't recall the date of that, but

(Testimony of Everett H. Harstad.)

at that time had the plant yet started operation, production? A. No.

Q. How soon before production started was this visit to the plant?

A. Oh, I'd say approximately a week.

Q. About a week before? A. Yes.

Q. And you talked to Mr. Sparrowk personally then? [590] A. Yes, I did.

Q. And would you relate to the Examiner just what the conversation was?

A. Well, I told him I'd have to go to work or find something else, and he said, well, being I was an all-round mattress maker he didn't want to lose me, so he said if you want to come in and do some clean-up work, you know, tearing down walls and so on, I could come in and go to work.

Q. At that time you were a member of what union?

A. I was a member of the Teamsters.

Q. Incidentally what had you been a member of before? A. The Upholsterers, Local 5.

Q. Did you have any discussions with Mr. Sparrowk concerning your union membership?

A. None whatsoever.

Q. Did he ever ask you what union you were a member of? A. No, he didn't.

Q. Did he ever tell you anything with reference to what union you should join? A. No.

Q. Did he tell you that there were any conditions of employment at the plant with regard to union membership?

(Testimony of Everett H. Harstad.)

A. No, nothing of union was talked at all. I just told him I wanted to go to work and he said if I wanted to go in clean-up until they got rolling, why, I could do that. [591]

* * * * *

Q. (By Mr. Margolis): Do you know Bill Moore? Do you? A. Yes, I do.

Q. Did you talk to him at all between January and the time you went back to work?

A. No, I didn't. I work upstairs for Henry Glenn. He is the foreman up there.

Q. Did Henry Glenn ever tell you anything about union membership? A. No.

Q. Are you acquainted with Mr. J. E. Hunt?

A. Yes, I know him.

Q. Did he ever tell you that you had to belong to the Teamsters Union in order to go to work for Englander? A. No, sir.

Q. Did any supervisory employees of Englander ever tell you that? A. No, sir. [592]

Q. Mr. Harstad, would you state to the Examiner whether or not your joining the Teamsters Union was voluntary on your part?

A. Yes, it was.

* * * * *

Cross Examination

Q. (By Mr. Boyd): When did you join the Teamsters Union?

A. I joined about three days before I was terminated from Craftmaster.

Q. Had you been a member of the Upholsterers

(Testimony of Everett H. Harstad.)

up until that time? A. Local 5, yes.

Q. Did you take a withdrawal from the Upholsterers Union? A. No, sir.

Q. Under what circumstances was it that you made application for membership in the Teamsters?

A. Well, through plant gossip among the workers. We heard that Englander was covered by the Teamsters, so I just went down to see what they had to offer, and I liked their health and welfare plan and stuff, and they said that they covered Englander, the Teamsters, Teamster office——

Trial Examiner: Who told you that?

The Witness: Mr. Bombadier; you know, in other states and stuff.

Trial Examiner: Did he say anything about covering this [593] plant in Seattle?

The Witness: No. [594]

* * * * *

Q. (By Mr. Boyd): In view of your examination, Mr. Harstad, of this document now in evidence showing the date of January 19, does that refresh your recollection of the date when you did make application for membership in the Teamsters Union? A. Well, that is it, yes. [604]

Q. And this was, you say, about a week before your work terminated?

A. As far as I can recall. [605]

* * * * *

GENERAL COUNSEL'S EXHIBIT No. 2

AGREEMENT

This Agreement has been entered into this 1st day of October, 1955, by and between The Englander Co., Inc. and the General Teamsters, Chauffeurs and Helpers Union, Local 117.

Article I

Section 1:

The Employer (as used throughout this Agreement to be defined as the Seattle Plant of the Englander Co., Inc.) hereby recognizes the Union (as used throughout this Agreement to be defined as the Warehousemen's, Local 117) as the exclusive bargaining agent for all production and maintenance employees excluding supervisory employees, office employees, clerical employees, watchmen, guards, professional employees and any such other employees excluded from the appropriate bargaining unit under the Labor Management Relations Act as amended.

Section 2:

Employees not covered by this Agreement shall neither be required nor permitted to perform any work customarily performed by the production and maintenance employees covered by this Agreement, except in cases of emergency, training or instruction.

Article II

As a condition of continued employment, all employees employed by the Employer in the unit

General Counsel's Exhibit No. 2—(Continued)
which is the subject of this Agreement shall become and remain members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the effective date of this clause, whichever is the later. The failure of any employee to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, to forthwith discharge such employee. Further, this failure of any employee to maintain his Union membership in good standing as required herein, shall, upon written notice to the Employer to such effect, obligate the Employer to discharge such employee.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective such additional requirements shall first be met.

If any provision of this Article is invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with requirements of State Law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

Nothing contained in this section shall be con-

General Counsel's Exhibit No. 2—(Continued)

strued so as to require the Employer to violate any applicable law.

* * * * *

Article XV

Section 1:

The Employer shall pay the sum of \$10.40 each month to the Western Conference of Teamsters Health and Welfare Fund for each employee covered by this Agreement who has been on the payroll 80 hours or more in the preceding month.

Section 2:

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Section 3:

Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article. The Employer's obligation is limited to

General Counsel's Exhibit No. 2—(Continued)
said payments and related reports and the Employer is not obligated in any way to supervise or account for the disposition of these funds.

* * * * *

Article XVII

Section 1:

The Employer shall pay the sum of Four Dollars (\$4.00) each week to the Western Conference of Teamsters Pension Fund for each employee covered by this Agreement who has been on the payroll thirty (30) days or more and works at least three (3) days in said week. This section shall become effective and first payment made on January 1, 1956.

Section 2:

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

Section 3:

The Employer and the Union agree that they will engage in a joint study to set forth more specific

General Counsel's Exhibit No. 2—(Continued)
rules on pension eligibility and other conditions.

* * * * *

Article XXIII.

Section 1: This Agreement shall be in full force and effect for a three (3) year period from December 1, 1955 to December 1, 1958, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2: Either party may, upon giving the proper sixty (60) days written notice to the other, reopen this Agreement for wage items on the following dates:

December 1, 1956,

December 1, 1957.

.....

Employer,

/s/ By JOHN SPARROWK,
Local Representative.

Company,

/s/ By SIDNEY R. KORSHAK,
General Labor Counsel.

/s/ LOCAL 117,

Union,

/s/ By W. L. WILLIAMS,
Local Representative.

WESTERN CONFERENCE
OF TEAMSTERS,

/s/ By JOSEPH M. DILLON.

GENERAL COUNSEL'S EXHIBIT No. 9

WAREHOUSEMEN LOCAL UNION No. 117

552 Denny Way

Seattle, Wash.

We the undersigned former employees of Craftmaster, Inc. do hereby agree to revoke any other Union representation in which I formerly participated as a member and do hereby accept as a new employee of the Englander Company, all working conditions contained in the contract in effect between the International Brotherhood of Teamsters and the Englander Company and do hereby agree to become a member of Warehousemen's Union Local 117 immediately upon going to work for the Englander Company.

(Signed):

Frouwe Jonker

Fred Rober

Josephine McCloskey

George J. Mertel

Lena Walter

George D. Rushton

Morton R. Lang

Marvin P. Bale

Alex L. Haberkorn

Fred S. Randall

Thomas M. Shank

Walter H. Tjaden

Harold F. Church

Jesse C. Dennis

John F. Lenihan

Adolph Olson

Jeanette Testerman

Leo P. O'Hare

John J. Woltman

John Posh

Viola J. Paris

Emmet R. Morrison

Randolph D.

Josephine Griffin

Gannaway

Gene A. Curry

Edward L. Lenhart

John T. Lenihan

Ernest Horman

Fred L. Morris

General Counsel's Exhibit No. 9—(Continued)

John J. Edmonds	John P. Kelly
Delbert L. Carlisle	Robert A. Malgren
Clara C. Searles	Florence Dantini
Alvina Freeman	Martha Auestad
Leota E. Hall	Virginia Davis
William D. Searles	Charlotte James
Howland J. Strub	Helen E. Killebrew
Jacob Weingarten	Jean Mankes
Sidney Levin	Lucille LaBono
Carl North	Effie Marche
Inga Slak	Grace B. Miller
Frank Falle	Charlotte I. England
Leona L. Bowers	Mary T. Ford
Louis F. London	Pearl G. Zaworka
Willis Chittenden	Zola R. Dahl
Donna Simmons	Annie Lyons
Ricco Servinzi	Margaret Lakey
Harriette McDaniel	Hilda Tjaden
Lawrence B. Rush	LaVange Hiber
Nesbeth Tucker	Marie Darch
D. A. Walters	Florence Bacon
Roy Pearson	Ernest J. Dantini
Lillian Herman	Domenic Ioffredo
Otton Herman	Ralph P. Pillsbury
Royal Billadeau	Bert Rothchild
Norman E. Gunderson	Inez L. Heminger
Jack P. Smith	Belle M. Boone
Israel Rosenfeld	Henry T. Rober
Antonio Coratolo	William H. Lowe
Carl E. Olson	Herbert Balliet
Ardis B. Robertson	

GENERAL COUNSEL'S EXHIBIT No. 10

Warehousemen's Local Union No. 117, Seattle,
Washington.

APPLICATION BLANK

International Brotherhood of Teamsters, Chauff-
eurs, Warehousemen and Helpers

Feb. 13, 1956

I hereby make application for membership in the
above Local Union.

Initiation Fee: \$5.25.

Name: Jeanette V. Testuman.

Address: 318 N. 138th St.

Occupation: Woodworker.

Employed at: Englander.

Date of Birth: Jan. 3, 1920.

Phone: Gl 3426.

Date Employed: Feb. 14, 1956.

Are you a citizen of the United States? Yes.

Are you a registered voter? Yes.

Precinct No.....

Social Security No.: 560-24-2326.

Who were your last three employers? Length of
time employed by each one and reason for leaving:
Craftmaster Inc. From March 1952 to 1956.

Are you a member of any labor organization?
.....

If a former member of any labor organization,

General Counsel's Exhibit No. 10—(Continued):

state names of organizations, reasons for leaving organization, withdrawal card, retiring card, dropped out, or expelled:

I hereby agree to pay the regular monthly dues to Local 117 from the date of employment.

All initiation money left on deposit by default of Applicant shall be considered forfeit in 30 days.

/s/ JEANETTE TESTUMAN,
Signature of Applicant.

Beneficiary: Don A. Testuman.

Relationship: Husband.

Address of Beneficiary: 318 N. 138th St.

(Conformed Copy)

James Bale
 Bill Williams

Local 117

SSV

4/2/21

Spencer
 GC-11

GENERAL COUNSEL'S EXHIBIT No. 13

Conformed Copy

THE ENGLANDER COMPANY, INC.

6425 San Leandro Street

Oakland 21, California

Lockhaven 2-0332

March 12, 1956

(Dictated 3/9/56)

Mr. Gilbert Nowell, Field Examiner
National Labor Relations Board, 19th Region
407 U. S. Courthouse
6th Avenue and Spring
Seattle 4, Washington

Dear Mr. Nowell:

I am enclosing herewith a list of the Englander Company employees in Seattle together with their labor classification and hiring date. Also you will find a sheet containing the various dates which we discussed verbally in your office. If there are any further questions concerning this, please do not hesitate to contact me.

I received in this morning's mail a copy of the letter from Mr. Thomas P. Graham, Jr. indicating that the petition has, with his approval, been withdrawn. However, I understand that the complaint case #19-CA-1307 is still in existence. If there are any developments in this matter, I would appreciate hearing from you.

As originally planned, I will be in Seattle early

General Counsel's Exhibit No. 13—(Continued):
next week and look forward to seeing you at that
time.

Yours very truly,

THE ENGLANDER COM-
PANY, INC.,
/s/ JOHN SPARROWK,
John Sparrowk.

JS/tp
Encl.

Englander
The finest name in sleep

Conformed Copy
Englander Company Employees
March 7, 1956

Name	Present Classification	Date of Englander Hiring
Ernest Paul,	Finisher Helper,	1/26/56.
Albert Stash,	Order Assembler Checker "A",	1/27/56.
Lewis Strom,	Wood Working Mechanic "A",	2/1/56.
Raymond Reedy,	General Maintenance Man "B",	2/1/56.
Sherwell Short,	General Maintenance Man "B",	2/1/56.
William O'Rourke,	General Maintenance Man "B",	2/1/56.
Everett Harstad,	Tape Edge Operator "A",	2/9/56.

General Counsel's Exhibit No. 13—(Continued):

Date of
Englander

Name Present Classification Hiring

Ricco Servizi, Wood Working Mechanic "A",
2/10/56.

Opal Tetzlaff, Mattress Department Helper,
2/13/56.

Donna Simons, Divan Department, Miscellaneous,
Upholstery, 2/13/56.

Nesbeth Tucker, Component Parts Assembler
"B", 2/13/56.

Daniel Walters, Wood Working Mechanic "A",
2/13/56.

Hans Anderson, Day Fireman, 2/13/56.

Harriette McDaniel, Component Parts Assembler
"A", 2/13/56.

Effie Marche, Sewing Machine Operator, 2/14/56.

Delbert Carlisle, Bale Breaker Feeder Operator,
2/14/56.

Thomas Shank, Tape Edge Operator, 2/14/56.

Clara Searles, Filler Helper, 2/14/56.

John Edmonds, R. E. Operator, 2/14/56.

Florence Bacon, Sewing Machine Operator,
2/14/56.

Lucille La Bono, Cutter Mattress, 2/14/56.

Alvina Freeman, Border Cutting, 2/14/56.

Marie Darch, Sewing Machine Operator, 2/14/56.

Ralph Pillsbury, Border Machine Operator,
2/14/56.

Bert Rothchild, Box Spring Maker, 2/14/56.

Katherine Brooks, Sewer, 2/14/56.

General Counsel's Exhibit No. 13—(Continued):

	Date of Englander Hiring
Name Present Classification	
Lena Walker, Sewer,	2/14/56.
Charlotte James, Sewer,	2/14/56.
Morton Lang, Cutter "B",	2/14/56.
Martha Auestad, Sewer, Lead Woman Cutter "B",	2/14/56.
Josephine McCloskey, Cutter "A",	2/14/56.
LaVange Hiber, Sewer,	2/14/56.
Grace Miller, Sewer,	2/14/56.
Hazel Gehlen, Sewer,	2/14/56.
Frouwe Jonker, Sewer,	2/14/56.
Margaret Lakey, Sewer,	2/14/56.
Virginia Davis, Sewer,	2/14/56.
Belle Boone, Sewer,	2/14/56.
Roy Pearson, Frame Assembler "A",	2/14/56.
Antonio Coratolo, Divan & Chair Maker "A",	2/14/56.
Florence Dantini, Cushion Maker Operator,	2/14/56.
Ernest Dantini, Upholsterer,	2/14/56.
Helen Killebrew, Divan & Chair Maker "A",	2/14/56.
Michele Lembo, Unit Attachment "A",	2/14/56.
Inez Heminger, Divan & Chair Maker "A",	2/14/56.
Harold Church, Frame Assembler "A",	2/14/56.
Mary Ford, Divan & Chair Maker "A",	2/14/56.
Zola Dahl, Divan & Chair Maker "A",	2/14/56.

General Counsel's Exhibit No. 13—(Continued):

Name	Present Classification	Date of Englander Hiring
Hilda Tjaden,	Divan & Chair Maker	"A", 2/14/56.
Charlotte England,	Divan & Chair Maker	"A", 2/14/56.
Pearl Zaworka,	Divan & Chair Maker	"A", 2/14/56.
Ardid Robertson,	Divan & Chair Maker	"A", 2/14/56.
Jean Mankes,	Divan & Chair Maker	"A", 2/14/56.
Royal Billadeau,	Divan & Chair Maker	"A", 2/14/56.
John Kelly,	Upholsterer,	2/14/56.
Jack Smith,	Upholsterer,	2/14/56.
Carl Olson,	Upholsterer,	2/14/56.
Robert Malgren,	Upholsterer,	2/14/56.
Alexander Haberkorn,	Stock Clerk	"B", 2/14/56.
Norman Gunderson,	Assembler Checker	"A", 2/14/56.
Otto Herman,	Wood Working Mechanic	"A", 2/14/56.
Dominic Ioffredo,	Custom Line Spring Upholster,	2/14/56.
Israel Rosenfeld,	Upholsterer,	2/14/56.
William Searles,	Machine Operator	"A", 2/14/56.
Lillian Herman,	Machine Operator	"A", 2/14/56.
Leota Hall,	Component Parts Assembler	"A", 2/14/56.

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General Counsel's Exhibit No. 13—(Continued):

	Date of Englander
Name Present Classification	Hiring
Fred Randall, Wood Working Mechanic "A",	
2/14/56.	
Walter Tjaden, Wood Worker, Sample Maker,	
2/14/56.	
Jeanette Testerman, Frame Assembler "A",	
2/14/56.	
Marion Christy, Truck Driver, 2/14/56.	
George Clausen, Truck Driver, 2/14/56.	
John Lenihan, Receiving Clerk, 2/14/56.	
Fred Rober, Shipping Department Assistant,	
2/14/56.	
John Woltman, Janitor and Fireman, 2/14/56.	
Raymond Cullen, Garnet Mechanic, 2/15/56.	
Gene Curry, Cutter Lead Man, 2/15/56.	
Edward Lenhart, Frame Assembler "A",	
2/15/56.	
Annie Lyons, Divan & Chair Maker "A",	
2/15/56.	
Jacob Weingarten, Unit Attachment "A",	
2/15/56.	
Sidney Levin, Upholsterer, 2/15/56.	
Fred Morris, Finisher, 2/15/56.	
John Posh, Machine Operator "A", 2/15/56.	
George Mertel, Shaper Operator "A", 2/15/56.	
Adolph Olson, Machine Operator "A", 2/15/56.	
Leo O'Hare, Frame Assembler "A", 2/15/56.	
Randolph Gannaway, Frame Assembler "A",	
2/15/56.	

General Counsel's Exhibit No. 13—(Continued):

Date of
Englander

Name Present Classification Hiring

Emmet Morrison, Frame Assembler "A",
2/15/56.

Marvin Bale, Material Handler, 2/15/56.

Jesse Dennis, Component Parts Assembler "A",
2/15/56.

John Lenihan Jr., Material Handler, General,
2/15/56.

Ernest Horman, Packing, 2/15/56.

Howland Strub, Packing, 2/15/56.

Inga Slak, Sewer Mattress, 2/16/56.

Josephine Griffin, Sander Operator, 2/16/56.

Frank Falle, Frame Assembler "A", 2/16/56.

George Rushton, Machine Operator "A", 2/16/56.

Lawrence Rush, Box Spring Apprentice, 2/20/56.

Leona Bowers, Sewer Mattress, 2/20/56.

Willie Chittenden, Upholstery Sewer, 2/20/56.

Leslie Bolster, Upholsterer, 2/20/56.

Louis London, Off Bearer "A", 2/20/56.

Herbert Balliet, Apprentice Cutter Mattress,
2/21/56.

Henry Rober, Packer, 2/21/56.

Donald Berg, Packing, 2/23/56.

Gary Shoop, Order Assembler Checker "A",
2/23/56.

Eva Dver, Cushion Operator "B", 2/24/56.

Rosa Bell Christy, General Helper, Mattress
Sewing Room, 2/27/56.

Viola Paris, Air Stapling Assembler, 2/27/56.

General Counsel's Exhibit No. 13—(Continued):

	Date of Englander
Name Present Classification	Hiring
Dorothy Kinnish, Mattress Sewer,	2/29/56.
Thomas Moran, Upholsterer,	2/29/56.
Herman Miller, Frame Assembler,	2/29/56.
Robert Graham, Frame Assembler "B",	2/29/56.
Stuart Stangroom, Janitor,	2/29/56.
David Smith, Spring Up,	3/5/56.
Glenn Floyd, Upholsterer,	3/5/56.
James Johanson, Tape Edge Operator Appren- tice,	3/7/56.
Robert Perry, Tape Edge Operator Apprentice,	3/7/56.

Craftmaster - Englander Dates

January 10—Date of last production work by Craftmaster.

Termination notices given by Craftmaster to all Employees as of January 10 except those asked to stay and help take inventory—Firemen—& Truck Drivers.

January 11 A.M.—All inventory crew reported.

January 11 P.M.—Picket Line placed by upholsterers.

January 12 A.M. — Furniture workers pickets joined Uph. pickets. Most of inventory crew refused to pass picket lines and termination notices given these employees as of January 12. Several employees still stayed in jobs.

January 13—Three more employees refused to go

General Counsel's Exhibit No. 13—(Continued):
thru picket lines and were terminated as of the
13th.

January 14 — After special request made of
unions, several employees returned to work to com-
plete inventory and worked the 14th and 15th and
then were given a second termination notice.

Englander took possession of plant on Monday,
January 16, 1956.

Englander hired first employee January 26.

RESPONDENT UNION'S EXHIBIT No. 3

Warehousemen's Local Union No. 117, Seattle,
Washington.

APPLICATION BLANK

International Brotherhood of Teamsters, Chauff-
eurs, Warehousemen and Helpers

I hereby make application for membership in the
above Local Union.

Jan. 11, 1956

Initiation Fee: \$35.00.

Name: Daniel A. Walters.

Address: 12639 Roseburg Ave. So.

Occupation: Woodworker.

Employed at: Englander.

Date of Birth: Mar. 6, 1882.

Respondent Unions' Exhibit No. 3—(Continued):

Phone: Lo 2095.

Date Employed:

Are you a citizen of the United States: Yes.

Are you a registered voter?

Precinct No.:; Social Security No.....

Who were your last three employers? Length of time employed by each one and reason for leaving:
.....

Are you a member of any labor organization?
.....

If a former member of any labor organization, state names of organizations, reasons for leaving organization, withdrawal card, retiring card, dropped out, or expelled:

I hereby agree to pay the regular monthly dues to Local 117 from the date of employment.

All Initiation money left on deposit by default of Applicant shall be considered forfeit in 30 days.

/s/ D. A. WALTERS.

Signature of Applicant.

Beneficiary: Hattie A. Walters: Relationship: Wife.

Address of Beneficiary: 12639 Roseburg Ave. So.

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